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### Current Topics.

#### Sir Samuel Evans.

UPON no judge have the responsibilities caused by the war fallen with greater weight than on Sir SAMUEL EVANS. Whatever reason we have found to criticise some of his judgments, we have always recognized the research and ability which they have displayed, and in particular his judgment in *The Kim* will be a leading authority in Prize Law. And there will be general sympathy with him in the unfortunate and painful accident of which he has been the subject, but from which he seems likely to make a favourable recovery. The accident, we may add, is an unpleasant reminder to our judges that even in going to and in returning from their courts they are exposed to the never-ceasing risks of London street traffic. Few residents in London can pass a day without being confronted with these risks, or without asking the question whether they are consistent with the proper organization and management of the greatest city in the world. It is rather singular that the judge, a large part of whose duty is the investigation of collision by accident, should himself be the victim of a like disaster.

#### The Judicial Committee Bill.

THE Lord Chancellor has introduced a Bill enabling the Judicial Committee to sit in more than one division. This is effected by clause 1 (1), which is as follows:—

The Judicial Committee of the Privy Council may, subject to the approval of the Lord Chancellor and the Lord President of the Council, sit in more than one division at the same time, and in such case anything which may be done to, by or before the Judicial Committee may be done to, by or before any such division of the Judicial Committee.

Under the Judicial Committee Act, 1833, the persons there named form the Judicial Committee, and other persons who hold or have held judicial office at home or in the King's Dominions abroad have been added by subsequent statutes; but there has, it seems, been no power hitherto for the Committee to sit in divisions. The necessity for this has been accelerated by the pending of Prize Appeals, a class of business which, of course, calls for speedy disposal.

### The Increase of Rent and Interest Bill.

ONE CONSIDERABLE change has already taken place in the Increase of Rent and Mortgage Interest (War Restrictions) Bill. Clause 1, under which the Act was to be operative only in certain areas determined by Order in Council, has been withdrawn, and so far as regards area the measure will be universal. And there is—so Mr. LONG has intimated—to be an increase in the rental limits. He resisted an attempt to confine the Bill to future increases of rent and interest, and the "standard rent" will be fixed as on 3rd August, 1914. But a concession to landlords was made in respect of increase of rates. The Bill has been strengthened by forbidding ejection in the case of houses to which it applies save for non-payment of rent or other ground deemed satisfactory by the Court. There are further clauses of the Bill to be considered, but it will probably emerge as a more efficient instrument for meeting the emergency in view. We believe the general opinion to be that the measure is a wise one, though, like other emergency measures, it may operate hardly in some cases; and the object should be to make it simple and effective.

### The Declaration of London.

FROM CORRESPONDENCE and articles in the Press it might be thought that some change has recently been made in the status of the Declaration of London; that it has hitherto had a certain vitality which has at last flickered out, and that the Declaration is now "dead." No doubt opinions adverse to the Declaration have been formed, and some of its provisions have been found to be opposed to the interests of Great Britain as a belligerent in this war. Whether they would be opposed to her interests in different circumstances is another question. The leading points in which it has been found advisable to depart from the Declaration are, we believe, in the lists of contraband, and in the treatment of the doctrine of continuous voyage. The Declaration excluded this doctrine from conditional contraband. Great Britain, fortified by the example of America in the Civil War, revised the Declaration in this respect, and thereby sought to cut off supplies from Germany. Now America is sorry, and wishes to get the supplies into Germany through neutral ports. So far as outsiders can judge, it would seem that Great Britain is doing all that expert naval and legal opinion can devise to effect the end in view, and the Government is steering a difficult course between neutral criticism abroad and irresponsible but very voluble criticism at home. But as regards the Declaration itself no change, of course, has been made. As a Declaration it has never had any validity here, but it was at the beginning of the war adopted with modifications by Order in Council as a convenient statement of Prize Law, and it has such validity in British Prize Courts as such Order can give it and no more. That this is its position was pointed out recently by Sir SAMUEL EVANS in *The Sorfareren* (Times, 9th November). Professor HOLLAND, in a letter to the Times of the 6th inst., suggests that the Allies should join to consign the Declaration to oblivion, and either substitute some "clear and simple statement of unquestioned Prize Law" for the use of commanders and officials, or let established principles take care of themselves, certain doubtful points only being cleared up from time to time by Orders in Council. But this does not touch the real point, which is the ascertainment for Prize Courts, not of British Prize Law or of law made by Orders in Council, but of International Prize Law. Towards such a law the Declaration of London has made some approach. It has not proved adequate for this war, and it will require revision hereafter; but that is no reason for throwing it on the scrap heap. And, indeed, no hint has yet been given that the other Allies would assent to this course.

### An Interned Enemy's Right to Sue.

THE Court of Appeal (*ante*, p. 105) has had no difficulty in affirming the decision of YOUNGER, J., in *Schaffinius v. Goldberg* (*ante*, p. 8), and, as we pointed out at the time, that

decision was obviously right (59 SOLICITORS' JOURNAL, 761). The Courts, at the commencement of the war, ameliorated the rules against suits by alien enemies so far as to allow that registration of an alien enemy here implied a licence for him to remain in this country, and placed him *sub protectione regis*, with the result that he had the ordinary rights of civil suit (*Princess of Thurn and Taxis v. Moffitt*, 59 SOLICITORS' JOURNAL, 26; 1915, 1 Ch. 58; *Porter v. Freudenburg*, 59 SOLICITORS' JOURNAL, 216; 1915, 1 K. B. 874); and, of course, while alien enemies were allowed to reside here and personally carry on business, it was essential that they should have the means of obtaining payment of debts. Then came the policy of internment which, whether right or wrong in principle, did no more, in the case of business men, than prevent them from personally carrying on business. The result was to compel arrangements under which the business was carried on by a manager, and in effect the manager earned, in the name of his interned principal, the means of support for the principal's family, who in such cases were exempted from repatriation. Apart from any technical consideration, it would have been productive of gross hardship if the internment had deprived the alien enemy of his civil right of suit, and had thus prevented his business from being carried on. And no doubt the Court of Appeal would have been glad of an excuse for overruling any technical difficulties had there been any. It used to be well recognized—though there is now a tendency to forget this—that the plea of alien enemy is an "odious" plea, and is only admitted with reluctance. But there is no reason to suppose that the mere fact of internment has even a technical effect on the right to sue. The Court of Appeal appear to dissent from the view of the Divisional Court in the recent *habeas corpus* case of *Re Liebmann*, that internment makes the alien a prisoner of war—a view which we deprecated at the time (59 SOLICITORS' JOURNAL, p. 733); though, even so, this fact would not deprive him of the right to sue (*Sparenburgh v. Bannatyne*, 1 Bos. & P. 163). Internment is, indeed, simply a preventive measure, and there is no reason why it should affect civil status, and according to YOUNGER, J., and the Court of Appeal it does not do so, at any rate, for the purpose of civil suits.

### The Cyclist and the Dog.

THE Second Division of the Court of Session had recently, in the case of *Milligan v. Henderson* (52 Sc. L. R. 813) to consider the liability of the owner of a frolicsome dog for injury caused by its misconduct. It appeared that the defendant was the owner, or had the custody or control, of a retriever dog aged about ten months, and that the dog was allowed to follow a wagonette belonging to the defendant, which was, about 6 p.m., in August, being driven from Dalbeattie towards Kippford; that at the said time the plaintiff was cycling from Kippford to Dalbeattie; that when she was just about to pass the wagonette, and was on her left-hand side of the road, the dog ran towards and got immediately in front of her cycle, with the result that she became frightened, lost control of her cycle and was injured. There was no proof that the dog was known to have any vicious or dangerous propensity or any tendency to rush at cyclists or people. The sheriff having decided that the defendant was not liable, the plaintiff appealed, and argued that, even without proof of *scientia*, there was negligence in permitting the dog to go at large without some one in charge of it. There is, as is well known, a long series of cases in the English reports as to the liability of the owners or keepers of ferocious dogs; but comparatively little can be found as to the liability for the acts of a dog which is not proved to have been vicious or dangerous from vice in the proper sense, but which is merely untrained and of a habit which makes it, without ill intent, a source of possible danger to the public.

### The Advantage of Good Temper—in the Dog.

FEW PERSONS are without experience of dogs which have a habit of springing on people with a total disregard of the mud-diness of their feet, or the remonstrances of their



owners: Actions are not brought in respect of what is not more than a passing annoyance; but if serious injury is sustained, there may be a question whether or not the animal was known by its owner or custodian to have previously acted so as to be a source of danger. The majority of the Court of Session (The Lord Justice Clerk and GUTHRIE, L.J.) held that, to sustain the action, proof of the defendant's knowledge of the mischievous character of the dog, and that it was in the habit of rushing at and after carriages and cyclists, was essential, and that, in the absence of such proof, the defendant was not liable. Lord JOHNSTON dissented, finding upon an examination of the evidence that the dog was quite untrained and unrestrained in its movements, and decidedly frolicsome. In such circumstances there was, so far as the learned judge was aware, no reported case bearing on the liability of the owner for damage occasioned by his dog, except where the dog was proved to have been of a savage disposition, and where injury had resulted from some exhibition of its savage propensities. But his lordship could not see why, if the defendant himself came out from behind a carriage, crossed over to the wrong side of the road, and in doing so collided with a cyclist, who suddenly came upon him, and thereby incurred liability, he should be free from liability if his dog did the same thing, merely because the dog was good tempered and not ferocious or vicious in the full and ordinary sense. The case admits of argument, and the sympathy of the reader will vary according as he is a cyclist or the owner of a dog; but in Scotland the dog seems to hold the road.

#### Particulars of Objections to Validity in a Patent Action.

IN AN action for infringement of a patent Order 53A of the R.S.C. comes into play. It provides, *inter alia*, that the defendant, if he disputes the validity of the patent, must deliver with his defence particulars of the objections on which he relies in support of such invalidity, and that these particulars must state every ground on which the validity of the patent is disputed, and such particulars are to be given as will clearly define every issue which it is intended to raise; and at the trial of the action no evidence, except by leave of the Court (to be given on such terms as to the Court may seem just) is to be admitted in proof of any objection not raised in the particulars. So that where the defendant puts in issue the validity of the patent, this issue is not a general one, but an issue whether the patent is valid having regard to the objections raised by the particulars. It therefore follows that where in such a case, an order for discovery is made, the documents which the plaintiff has to disclose are documents relevant, not to a general issue whether his patent is invalid, but documents relevant to the issue whether his patent is invalid upon the grounds stated in the particulars of objections. Thus, suppose the validity of the patent is challenged in the particulars on the ground of prior user of the invention by A and B, and the plaintiff is aware of a prior user by C, he is not bound to disclose documents in his possession relating to this last-mentioned prior user; nor could he be compelled by interrogatories to disclose this prior user. Should the defendant, after delivery of his particulars of objections, become aware of this prior user, he might, under Rule 19 of Order 53A., obtain leave to amend his particulars; but this leave would only be granted upon such terms as may be just, and the terms which are usually imposed by the Court are severe. The application of the principle under notice is illustrated by the recent case in the Court of Appeal of *Avery (Limited) v. Ashworth, Son, & Co. (Limited)* (32 R. P. C. 560). The case is too complicated for a full discussion of it here; it is sufficient for the present purpose to state that the defendants were applying for a further and better affidavit of documents by the plaintiffs, and the application was refused because of the principle under notice. It was held that the documents, or supposed documents, which the defendants were seeking to have disclosed were not relevant to the issue defined by their particulars of objections. The point raised in this case was said by the Master of the Rolls to be "novel" as far as the Court is concerned. We hope that the decision will

tend to cut down the prolixity which seems inherent in actions for infringement of patents.

#### The Plea of "Autrefois convict."

JUST FOUR years ago a newly-called barrister rose to fame at the Central Criminal Court by putting forward in novel circumstances the plea of *autrefois acquit* on behalf of a prisoner, whom a few minutes before he had been invited by the Judge to defend, and by carrying his argument to the Court of Criminal Appeal, where it was three times argued—twice before a full court—before a way out of the *impasse* he had raised was discovered: *R. v. Banks* (1911, 2 K. B. 1095). Since then this almost forgotten plea and its congeners, *autrefois convict* and the plea of pardon, have become an obsession of the Junior Common Law Bar, and on every occasion, when they seem even remotely applicable, the defendant's counsel is sure to take them. But a genuine difficulty as to the availability of the plea of *autrefois convict* did arise in the recent appeal of *R. v. Tonks* (reported elsewhere), which came before the Court of Criminal Appeal last week. The prisoner was convicted and sentenced for cruelty, in the nature of gross neglect, towards her child. After the conviction the child died as the result of the neglect, and since he died within the limiting period of one year and one day after the acts which occasioned his death, his mother was in law guilty of manslaughter. She was tried at Stafford Assizes, convicted, and sentenced, no plea of *autrefois convict* having been formally entered. Now the maxim *Nemo debet bis vexari* forbids the prosecution a second time for the same offence of any person who has been either convicted or acquitted of such offence by a criminal court after having stood in peril of conviction. It does more than this. Where the same physical acts of the accused amount to more than one offence, the prisoner cannot be tried again for any offence (based on the same physical acts) of which he could have been convicted at the first trial: *R. v. Clark* (1 Brod. & B. 473). Now, if the defendant here had been tried for the first time after the death of her child, and had been convicted of that crime, it is clear that she could not again have been tried and convicted of cruelty on the same evidence; indeed, section 12 of the Children Act, 1908, which provides that a jury may find a verdict of wilful neglect on an indictment for manslaughter by neglect, impliedly negatives such a re-trial. Again, had she been tried for cruelty after the death of her child and convicted, it is possible—though not quite certain—that no subsequent proceedings for manslaughter would lie, for they could have been taken at the time of the first charge. But where death follows the conviction for cruelty, the case is different. In such a case no offence of manslaughter was in evidence at the first trial, so that, on the evidence then given, the prisoner did not stand in peril of conviction for manslaughter at all. Hence there is no bar to a subsequent trial for the greater offence.

#### Judges Who Take Bribes.

OFFICIAL CORRUPTION, almost unknown in countries where English is spoken, is unfortunately engrained in the character and habits of certain nations in Europe and America. Civil justice was said not long ago to be bought and sold in Brazil with little disguise, and there is the familiar story of the defendant in an important suit who told the judge that he had begun to despair of success, and was prepared to bet a large sum—which he specified—that judgment would be given against him. The judge promptly accepted the bet, and gave a decision which satisfied him and the defendant equally. How judges are influenced in the Near East is explained by Sir EDWIN PEARLS in his recent work, "Forty Years in Turkey." Sir EDWIN tells us that most of the judges had their confidential men, and if one of these went to an advocate and told him that the judge considered that justice was on his side, but that his opponent was offering to pay a certain sum, it was soon recognized that the negotiation meant that, unless the advocate would pay the same sum, he had no chance of obtaining a verdict. "On more than one occasion," says the

writer, who practised in the Turkish courts, "I have received a visit from a judge, who informed me that in a case where I was professionally interested he thought the arguments on my side were sound, but that he was very short of money, and he would be greatly obliged if I would persuade my client to lend him a certain sum." Sir Edwin adds that, though he can with a clear conscience say that he never acceded to such a demand, he was aware that his clients had done so.

## Salaries of Public and Private Employees on Service.

Two questions of great practical importance are at present troubling employers, public and private, whose patriotic zeal has induced them to pay in full or in part the salaries of employees who have enlisted. With public employers, it is the question of *ultra vires* that is giving trouble. For example, the Camberwell Borough Council have been paying to 215 of their officers and servants, who entered His Majesty's Forces at the beginning of the war, their full salaries without deduction for Army pay, and in other cases have paid a proportion of the salary. The result is that many of these employees, it appears from the district auditor's report, enjoy incomes twice as great as those possessed by them before the war, and accordingly, on ground of principle, he has surcharged the councillors who passed the enabling resolution with some £900 out of an expenditure of £23,000 incurred in this way. Of course, local authorities are not entitled to use the ratepayers' money for the pay of soldiers; the purpose—like that of paying for the expenses of Coronation festivities which gave trouble five years ago—is not an authorized municipal object. But the method adopted in the present case and in many others is more subtle. The officials are retained in the employment of the council, and given leave of absence on full or half-pay for the duration of the war. Does this avoid the illegality? The auditor held that it does not. Of course, a local authority can give reasonable leave of absence to its employees in the interests of its own efficient service; but mere wholesale leave, or leave in the interests of the public service, is not *intra vires*. It is clear that any other view of the law would open the door to endless vistas of abuses and corruption.

But we doubt whether legislation is really necessary, as has been freely suggested in Local Government circles, to get round the difficulty, and enable the part-payment of public salaries to enlisted men. There is a simple remedy. Curiously enough the Local Government Board can give an *a priori* sanction to illegal expenditure of corporate moneys by local authorities. What is still more curious is that this power is conferred on it by statute. That statute is little known; it was enacted in 1887, and consists of three clauses only. The first gives to it its short title, "The Local Authorities (Expenses) Act, 1887." The second is the Definition Clause; it defines "local authority" and "district auditor" as having the same meanings as they receive in the Local Loans Act, 1875, and the District Auditors Act, 1879, respectively. The third and final clause is the enacting clause, and is so short and pithy that we quote it in full:—"Expenses paid by any local authority whose accounts are subject to audit by a district auditor shall not be disallowed by that auditor if they have been sanctioned by the Local Government Board." Now, since there is no practical mode of stopping the illegal incurring of expenditure by local authorities except by an objection before the auditor—for the remedy by an injunction or a writ of prohibition is probably seldom available—it follows that by securing the assent of the Board to expenditure before the audit, and at any rate before incurring the expense, any danger of surcharge can be avoided. And, in practice, liberal use of this power is made in cases where the benefit of the expenditure in the public interest is undeniable, but its legality is open to doubt. In the present case, we suggest, the Local Government Board should draw up a scheme regulating

the principles to govern the payment of salary to enlisted employees of local authorities; and, in the case of each separate authority, should invite an application for its sanction of their arrangements. Technically, it would be conniving beforehand at illegal expenditure, but no one is likely to oppose or criticize such action at the present juncture.

The question to which we have referred as troubling private employers arises in connection with income tax. Many firms and companies are paying to the clerks, or workmen who have enlisted a proportion of their old salaries, and naturally they desire to deduct this from their gross profits as a business expense deductible before net income under Schedule D is ascertained. We understand, however, that in many cases Surveyors of Taxes and Local Tax Commissioners object to this deduction, on the ground that the sums so paid (1) are not an expense for the purposes of the business, and (2) are mere voluntary gifts of a charitable and patriotic character. Here the practice of commissioners seems not to be very uniform. In some areas, we understand, no deduction is allowed in any case; in others, an employer is allowed to deduct salaries which he has bound himself by a legal contract to continue paying during the continuance of the war, and in others, where the surveyor takes a less rigid view, he is allowed to deduct both. Theoretically, we think a case may be made out for claiming the deduction as of right in every case. It is, at any rate in theory, for the benefit of the employer to secure the permanent services of his experienced staff, and if he can only make certain of retaining them after the war by making a present allowance, that allowance—although voluntary—may reasonably be regarded as an expense properly incurred for the purposes of his business. The mere fact that another reason for making the allowance also exists is not material. But whatever the strict view of the law may be, it is improper that patriotic employers should be compelled to pay income tax on sums contributed in this way for patriotic ends, and the Income Tax Commissioners should see that a uniform practice of allowing these deductions in every case should prevail.

## The Nature and Growth of the Equitable Estate.

THE equitable estate has not nearly attained its full development, and it should be of some interest to all lawyers, whether practical or theoretical, to note from time to time how this peculiarly English product of jurisprudence reaches a fresh stage or fills out in stages only recently reached. From this point of view it seems worth while to draw attention to two or three recent cases.

From time to time conveyancing and other lawyers find it necessary to lay emphasis on the real nature of the equitable estate. In 1830 Mr. HAYES complained that this was "very little attended to in practice," and that equitable interests were "commonly treated as estates in the land, conveyed as such by formal assurances"; nevertheless, "this practical disregard of the nature of an equitable estate cannot alter its essential qualities . . . All equitable interests arise and pass by way of contract." A more modern warning is uttered by Professor MAITLAND: "Equitable estates and interests are rights in personam, but they have a misleading resemblance to rights in rem."

The time when all equitable interests were merely choses in action is long since past, and at the present day a court of equity confronted with a contract which claims to be regarded as an equitable interest has usually to determine whether a right to specific performance is all that can be insisted on; or whether the right is a higher one, and the property claimed under the contract is to be treated as already in the ownership of the person claiming it. However, even at the present day it is sometimes necessary for a clear-cut decision to be given on the question whether an agreement relating to property is "of a purely personal nature," or creates "an equitable interest by which a subsequent mortgagee who does



not get the legal estate is bound." This occurred in the case of *Re Samuel Allen & Sons* (1907, 1 Ch. 575), before PARKER, J. A contest arose between the equitable mortgagees of land on which was erected some machinery the subject of a hire-purchase agreement, and the owners of the machinery who had let it to the owners of the land as mere bailees, with the usual power in the owners of the machinery to enter and retake possession on default. The equitable mortgagees of the land took without notice of the hire-purchase agreement, and claimed that the machinery was included in their security as being affixed to the land. Had the agreement been "of a purely personal nature," this claim would have been upheld. It was, however, held that these hire-purchase agreements are not merely personal contracts, but do create an actual equitable interest in the land in favour of the machinery owners. Having an equitable mortgage only, the mortgagees were therefore postponed to the owners of the machinery. This appears to be the first time it has been explicitly laid down that such a hire-purchase agreement creates an equitable interest in land, since the machinery has become a part of the land, and the decision has been approved of by the Court of Appeal in *Re Morrison, Jones & Taylor* (1914, 1 Ch. 50).

By a coincidence another and more recent judgment of Lord PARKER (this time delivered as that of the Judicial Committee of the Privy Council) illuminates the subject of specific performance. *Howard v. Miller* (1915, A. C. 318) was an appeal from British Columbia, and one of the points in it concerned the elucidation of the rights conferred on a purchaser of land by the contract for sale. The purchaser applied to have his agreement registered, but did not define (as under local legislation he ought to have done) the nature of the interest that he claimed under it. It is pointed out in the Privy Council's judgment that the ordinary statement as to the vendor being a trustee for the purchaser subject to payment of purchase money "is only true if and so far as a court of equity would under all the circumstances of the case grant specific performance of the contract," and therefore the purchaser's interest is "an interest commensurate with the relief which equity would give by way of specific performance." Had the purchaser defined his interest "as an equitable fee subject to the payment of the purchase money, he would have been usurping the function of the court, and affecting to decide how far the contract ought to be specifically performed." This is a statement as illuminating as it is explicit, and does much to place the contract for sale of land in English law in its proper setting.

The higher right—usually under an executed contract—of claiming the property as already the contractee's own property is illustrated by another quite recent case in the Court of Appeal: *Re Lind* (1915, 2 Ch. 345). The question was whether an assignment of future property rested in contract only, or created an actual equitable interest in the property enforceable as such by the assignee when the property came into existence. The property in dispute was the mere expectancy which the assignor had of becoming entitled to a share in the estate of his mother who was still living. Subsequent to the assignment and before the mother's death—she died intestate—the assignor became bankrupt and obtained his discharge. The assignee did not prove in the bankruptcy, and on claiming under the assignment after the mother's death was met by the contention that the bankruptcy and discharge had put an end to the assignment. The argument was that the assignment, being of a mere expectancy, could only operate as a contract to assign *in futuro*, and the assignor's liability under this contract had been wiped out by the bankruptcy. This argument, however, did not prevail, and the assignee was held to be entitled—on the principle that the assignment operated as an immediate equitable assurance upon the property coming into existence, and did not rest in contract only. "There is no decision precisely in point, but there is a body of judicial opinion upon the question" (*per BANKES, L.J.*, at p. 371 of report), and the result of *Re Lind* is therefore to solidify this body of opinion into a

binding decision to the effect that an assignment of future acquired property does "give to the assignee something more than a mere right in contract, something in the nature of an estate or interest" (*per PHILLIMORE, L.J.*, at p. 364 of report).

The last case to be noticed is one that affects equity jurisprudence rather by removing an unnecessary support than extending or solidifying the structure. *Re Monolithic Building Co.* (1915, 1 Ch. 643) may be said to be authority for the proposition that the principle of interpreting statutes which was adopted by Lord HARDWICKE in *Le Neve v. Le Neve* (1747, Amb. 436) will not be applied to modern statutes—"which are framed with a view to equitable as well as legal doctrines"—so that if an Act of Parliament says a document is to be ineffective unless registered, mere notice of the document will not make it effective. The case arose under section 93 of the Companies (Consolidation) Act, 1908, which provides for registration of mortgages given by a company over land, and enacts that such a mortgage, unless registered, is to be void as a security "against the liquidator and any creditor of the company." A first mortgage over land of the company was duly executed, but not registered. A second mortgage was afterwards executed in favour of one of the directors, who in point of fact had been present at the execution of the first mortgage and had the clearest notice of the transaction. This second mortgage was registered, and it was held by the Court of Appeal that it took priority of the first mortgage, notwithstanding the fact of the second mortgagee being aware of the first mortgage. Lord COZENS-HARDY, M.R., said, "I never came across a case in which notice was so clearly proved." Whilst "any security may be postponed if you can find fraud in its inception . . . it is not fraud to take advantage of legal rights." No fraud having been brought home to the director-second mortgagee, but merely the clearest notice of the existence of the first mortgage, he was allowed the advantage of his own registration and the non-registration of the competing security: "The principle of the old equitable doctrine laid down in *Le Neve v. Le Neve*, and subsequent cases which have followed it, ought not to be applied or extended to modern Acts of Parliament" (p. 667 of report). The doctrines of equity are no longer so much neglected by the Legislature as to require the Courts in their equity jurisdiction to fill up supposed gaps in the statutes.

## Reviews.

### The Law in Latin.

LATIN FOR LAWYERS. CONTAINING—I. A COURSE IN LATIN, WITH LEGAL MAXIMS AND PHRASES, AS A BASIS OF INSTRUCTION. II. A COLLECTION OF OVER ONE THOUSAND LATIN MAXIMS, WITH ENGLISH TRANSLATIONS, EXPLANATORY NOTES, AND CROSS-REFERENCES. III. A VOCABULARY OF LATIN WORDS. Sweet & Maxwell (Limited). 7s. 6d. net.

A knowledge of Latin is still an essential part of the education required for professional life—at any rate in the law—and we confess to some surprise at seeing the elements of the Latin grammar appearing as an introduction to a collection of Latin maxims. However, it is for the compiler to judge of the utility of this, and if any reader desires to find in the same volume the crystallized wisdom contained in a Latin maxim, and the means of spelling it out, we have no criticism to offer. The *Elementa Latina* take up the first 112 pages of the volume, and we assume these are all in order. There remain as many pages for the maxims, and it is no doubt a convenience to have these collected and explained. Often a maxim is hidden away in the memory, but it is difficult to get at it correctly; or when got, it is difficult to fix the authority which confirms it. In both respects this book will be found useful, and it will be a convenient adjunct to the lawyer's library. The maxims are arranged in alphabetical order.

### Book of the Week.

Diary.—The Lawyer's Companion and Diary, 1916. Edited by E. LAYMAN, B.A., Barrister-at Law. 70th Annual Issue. Stevens & Sons (Limited). 5s.

## Correspondence.

## Accidents Arising "Out of" Employment.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Having regard to the criticism by "Alpha" of the decision of the Court of Appeal in a compensation case of *Hadwin v. Shepherd*, I may perhaps be permitted to recall what was said in the course of that case, which I did not think called for any detailed report in your columns. Counsel for the appellant relied on *McNiece v. Singer Sewing Machine Co.* (48 Sc. L. R. 15), *Pierce v. Provident Clothing Co.* (1911, 1 K. B. 997), and *Bett v. Hughes* (8 B. W. C. C. 362), to which your correspondent refers. But he was unable to get over the difficulty presented by *Sheldon v. Needham* (7 B. W. C. C. 471), the case where a charwoman, sent to post a letter, slipped on a banana skin on the pavement and broke her leg, the Court holding that the accident did not arise out of the employment.

The Master of the Rolls, in giving judgment dismissing the appeal in *Hadwin v. Shepherd*, said: "We must not allow the pity that one naturally feels for the appellant to influence our decision. The county court judge found the accident did not arise out of their employment. It is not open to us, after *Sheldon v. Needham*, to say that he in any way misdirected himself." The Court declined to follow *Bett v. Hughes*, in which the Lord President expressed his disapproval of *Sheldon v. Needham*.

If your correspondent will turn to the report of *Cooper v. North Eastern Railway* in the current issue, he will see that the question has really been decided by the House of Lords already in more than one case, and in the same way as the English Court of Appeal.

"Alpha's" contention amounts to this: that the words "out of" mean no more than "in the course of," and this cannot be maintained in the face of the authorities to the contrary. YOUR REPORTER.

Dec. 8.

## Silver Wedding Presents.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—We have recently had occasion to consider the question of the ownership (on the death of a wife) of valuable presents which had been given on a silver wedding. As the presents were not given to either of the married persons separately, but to the two, it seems to us that the presents must be treated as joint property, and that, as nothing was done by the wife in her lifetime to sever the joint tenancy, they became the husband's property on her death. If any of your correspondents are aware of an authority which is against this view, we shall be obliged by their giving us the benefit of their knowledge through you.

So far as the estate duty is concerned, we take it that the wife's moiety of the presents is liable to duty. LEX ET JUS.

Dec. 6.

CASES OF THE WEEK.  
Court of Appeal.

**SKELTON v. BAXTER.** No. 1. 10th, 11th, and 25th November.

WORKMEN'S COMPENSATION—PROCEEDINGS FOR COMPENSATION—INSTITUTION BY APPROVED SOCIETY—RETAINER SIGNED BY APPLICANT—"UNREASONABLY REFUSES OR NEGLECTS"—MAINTENANCE—WORKMEN'S COMPENSATION ACT, 1906 (6 Ed. 7, c. 58), s. 1 (1)—NATIONAL INSURANCE ACT, 1911 (1 & 2 Geo. 5, c. 55), s. 11 (2).

A domestic servant, having met with injury by accident in the course of her work, applied to her approved society, under the National Insurance Act, 1911. The society instigated proceedings by her for compensation, under the Workmen's Compensation Act, 1906, induced her to sign a retainer to their solicitors, gave her a partial indemnity against the costs, and found the out-of-pocket expenses. The county court judge held that the proceedings were taken by the woman, and awarded her compensation.

Held, that this was a finding of fact that could not be interfered with, and if the conduct of the society amounted to maintenance in law, that was no defence to the proceedings.

Appeal by the employer from an award of the county court judge at Southend. The applicant, Annie Skelton, was a cook in the respondent's employment, who cut her finger while at work, and subsequently suffered from blood poisoning. She applied to her approved society for sick pay under the National Insurance Act, 1911, but was told that the society could not pay her anything, as her card had not been properly stamped. She then went to the solicitor of the approved society (the Prudential Society), who suggested that she had a good claim for compensation against the employer, and that the society could help her in the matter. He wrote to Messrs. Houghton, Fry, & Young, the society's local solicitors in Southend, and the latter sent a retainer to Mrs. Skelton, asking her to sign it. In writing her they said that any proceedings would have to be taken by her in her own name, and she would be liable to them for costs, but they understood that the Prudential

Society, having a financial interest in the matter, would be willing to indemnify her against the costs. Mrs. Skelton signed and returned the retainer, and the proceedings were commenced. It was contended at the hearing that the proceedings were not hers, but the society's, and that, as she had never "unreasonably refused or neglected" to take proceedings, the society was not entitled to do so. The county court judge held, on the facts, that the proceedings were brought by Mrs. Skelton, and awarded in her favour. The respondent appealed. *Cur. adv. vult.*

THE COURT dismissed the appeal.

LORD COZENS-HARDY, M.R., in the course of his judgment, said that, on the merits of the case, there was no dispute at all. But an objection was taken that this was not really the servant's application, but one instigated and carried on in her name by the Prudential Society at its own expense, and that on that ground the county court judge ought to have dismissed it. The National Insurance Act, 1911, s. 11 (2), conferred on an approved society a right to take proceedings at its own expense in the name and on behalf of the insured person, but only if such person had "unreasonably refused or neglected" to take proceedings. It had been held in that court that that was a condition precedent to the right to take proceedings by the approved society, and it was plain that in the present case there was no such neglect or refusal. That section therefore had nothing to do with the present case. It was a matter of fact for the county court judge to find whether the application was Mrs. Skelton's or not. His lordship was of opinion that there was ample evidence upon which he could so find, and that they could not interfere with his decision. There was no misdirection on his part. The retainer signed, and the letters written, by the applicant all led to the same conclusion. It made no difference, in his lordship's view, that the Prudential Society gave her a partial indemnity, and found the money for the court and counsel's fees. That might, or might not, be maintenance in law, and might, or might not, expose the society to an action for maintenance; but the circumstance that the applicant had been maintained by a third person would be no defence to the present proceedings. It was unnecessary to discuss the very obscure provisions of section 11 (2), or the precise position of an approved society in regard to maintenance. Although there were several letters written by the agents of the Prudential Approved Society which invited hostile criticism, his lordship did not think that it was made out that the course adopted in the present case was a deliberate attempt to escape the liability to pay costs which was imposed upon an approved society acting under that section. The appeal would be dismissed with costs.

BANKES, L.J., who said that the National Insurance Act did not deprive the approved society of the right to encourage proceedings, but it was their duty to inform the workman that he would have to pay the employer's costs if he failed; and

WARRINGTON, L.J., delivered judgment to the same effect.—COUNSEL, Gordon Hewart, K.C., and G. Marsden; Holman Gregory, K.C., and J. S. Fletcher (for Basil Watson, in H.M. Forces). SOLICITORS, Watson, Sons, & Room; A. E. Pratt, for Houghton, Fry, & Young, Southend.

[Reported by H. LANSFORD LEWIS, Barrister-at-Law.]

**PAPWORTH v. BATTERSEA BOROUGH COUNCIL.** No. 2.  
3rd and 6th December.

HIGHWAYS—SEWER—DEFECTIVE GULLY—NEGLIGENCE—COMBINED CAPACITY OF ROAD AND SEWER AUTHORITY—ACTION FOR PERSONAL INJURIES CAUSED BY RIDING BICYCLE OVER DEFECTIVE GULLY—MISFEASANCE—NON-FEASANCE.

In an action to recover damages for personal injuries, sustained, it was alleged, owing to a defective gully in a public highway vested in the defendants,

Held, that the action failed, because the plaintiff had not established any misfeasance on the part of the defendants.

Decision of Scrutton, J. (79 J. P. 309), affirmed.

Appeal by the plaintiff, Miss Amy Papworth, asking for judgment or a new trial in an action, which was twice tried, in which she claimed damages for personal injuries alleged to have been sustained on 20th June, 1912, owing to her riding her bicycle over a defective surface gully in the Lombard-road, Battersea, which caused her to be thrown off into the road, where she was run over by a passing carriage. The first trial was before Horridge, J., and a common jury. The jury answered a series of questions, and awarded the plaintiff £1,961. On further consideration the learned Judge held the plaintiff was entitled to succeed, and entered judgment in her favour. The Court of Appeal set that judgment aside, and ordered a new trial (see 59 SOLICITORS' JOURNAL, 74; 1915, 1 K. B. 392, 13 L. G. R. 197). The second trial was before Scrutton, J., and a special jury. The jury found that the surface gully, which had been put in by the predecessors of the defendants, the Wandsworth Board of Works, had all along been defective and dangerous by reason of its "excessive depression" below the general surface of the road, but that the defendants at the time of the accident, did not know, and could not by the exercise of reasonable care have known, of the defect in the gully. In the event of the plaintiff being entitled to damages, they awarded her £755. Scrutton, J., after hearing arguments as to whether the defendants were or were not liable in law on the facts found by the jury, held that the action failed, because the plaintiff had not established any misfeasance on the part of the defendants. The plaintiff appealed.



THE COURT dismissed the appeal.

PICKFORD, L.J., said there was no finding of negligence in the original construction of the gully by the Wandsworth Board of Works, and, inasmuch as there was no negligence found against the defendants, they were not liable to the plaintiff, because they were merely performing a duty imposed upon them by statute, and the authorities established that where a public body improperly performed a statutory duty, but without negligence, no action would lie. In that view of the case it became unnecessary to decide the question whether a liability for negligence of the Wandsworth Board of Works was transferred by section 4 of the Metropolis (Battersea and Westminster) Management Act, 1837, to the present defendants. Nor was it necessary to decide the question whether the defendants, who were both the road and the sewer authority, were liable as the sewer authority, though not as the road authority (see judgment of Horridge, J.). He thought that point was not open to the plaintiff on appeal, because she was precluded by the findings of the jury, (1) that the gully-grid was part of the road, (2) that it was not negligence on the part of the defendants not to discover its defective condition. For these reasons he thought the appeal failed.

BANKES, L.J., gave judgment to the like effect.

NEVILLE, J., said he was not prepared to go the length of saying, as the other members of the court did, that there was no transfer of liability to the defendants, if it was established that there had been negligence on the part of their predecessors, the Wandsworth District Board of Works. With that reservation, he agreed with the judgments already delivered. Appeal accordingly dismissed.—COUNSEL, for the appellant, Greer, K.C., and Sidney H. Lamb (for Cecil Fitch, serving with H.M.'s forces); for the respondents, Lewis Thomas, K.C., and W. R. Warren. SOLICITORS, W. W. Younger, Son, & Ward; P. Caudwell.

[Reported by ERSKINE REID, Barrister-at-Law.]

**COOKE, v. T. WILSON, SONS & CO. (LIM.)** No. 2. 7th December.

SHIPPING—VESSEL MINED—ADMIRALTY WARNING—ADMITTED NEGLIGENCE OF MASTER IN NOT AVOIDING MINEFIELD—PASSENGER'S CLAIM—CONDITION PRINTED ON FACE OF TICKET—RIGHT OF SHIPOWNERS TO RELY ON CONDITION RELIEVING THEM FROM LIABILITY.

The plaintiff was a passenger on board a vessel belonging to the defendants sailing from Hull to Archangel. Her master failed to keep the route prescribed by the Admiralty for vessels crossing the North Sea, in consequence of which the steamship struck a mine and foundered. The defendants admitted the negligence of the master, but relied upon a condition printed on the face of the ticket given to the plaintiff, which provided that the defendants were not to be responsible either for loss of property, or loss of life, or personal injury, caused to a passenger by any act, neglect, or default of any servant of the company. At the trial the jury awarded the plaintiff £700 damages, and judgment was entered accordingly.

Held, that the plaintiff must be taken to have known of the condition on the policy, and that the defendants were thereby relieved from liability. Judgment was accordingly entered for the defendants.

Appeal by the defendants, shipowners, of Hull, from a verdict and judgment entered for the plaintiff at the trial of the action before Darling, J., and a special jury. The plaintiff was the wife of a commercial attaché to the British Embassy in Petrograd. She took a ticket to travel by *The Runo*, belonging to the defendants, sailing from Hull to Archangel. While the vessel was crossing the North Sea, on 5th September, 1914, she struck a British mine and sank. The plaintiff claimed damages from the defendants for suffering and shock, and also claimed damages for loss of luggage belonging to herself and luggage belonging to her husband. The defendants admitted the negligence of the master, but relied upon a condition printed on the face of the ticket given to the plaintiff to the effect that they would not be responsible to a passenger for any loss to luggage, or for any loss of life or personal injuries, arising from collision, perils of the sea, or from any act, neglect or default of the pilot, master or other of their servants. The negligence alleged by the plaintiff was that the master of *The Runo* failed to comply with the instructions or directions of the Admiralty as to the course to be taken when crossing the North Sea so as to avoid the British minefield. Darling, J., left these questions to the jury: (1) Did the plaintiff know that the writing or printing on the ticket she received contained conditions relating to the terms of the contract to carry her? (2) Did the defendants do what was reasonably sufficient to give the plaintiff notice of these conditions? The jury answered the second question in the negative, and in reply to the first, said that the plaintiff was aware generally that there were conditions relating to contracts to travel; but there was no evidence to shew that she was aware that they were printed on her ticket. They awarded the plaintiff for the loss of her own property £300, for the loss of her husband's property £100, and damages for personal injury £300. The defendants now asked for judgment or a new trial.

PHILLIMORE, L.J., said it was impossible to suppose that shipping companies could do more than print in legible type the conditions on which a ticket was supplied to a passenger. The defendants here had done all that was reasonably necessary to bring that condition to the plaintiff's notice, and on the evidence he thought that only one result was possible—namely, to enter judgment for the defendants.

PICKFORD, L.J., and NEVILLE, J., gave judgment to the like effect

Order accordingly.—COUNSEL, for the appellants, Holman Gregory, K.C., and Dumas; for the respondent, Ellis Griffith, K.C., and McCardie. SOLICITORS, Batterell & Roche, for J. & T. W. Hearfield & Lambert, Hull; Calder, Woods, & Pethick.

[Reported by ERSKINE REID, Barrister-at-Law.]

## High Court—Chancery Division.

**Re BACKHOUSE, SALMON v. BACKHOUSE.** Sargant, J.

2nd and 11th November.

WILL—LEGACY—CONDITION AS TO PRIORITY—SUBSEQUENT CODICIL—SETTLED LEGACY SUBSTITUTED.

The rule of construction that, *prima facie*, a substituted legacy is subject to the same conditions as an original legacy, is not confined to cases where the only change introduced is one of amount, but may sometimes apply to cases where the legatee, under the substituted gift, is a different person from the original legatee.

Leacroft v. Maynard, Pearson v. Leacroft (1791, 1 Ves. Jun. 279, 3 Bro. C. C. 233), followed.

Re Joseph (1908, 2 Ch. 507) distinguished.

This was an originating summons made necessary owing to the estate of the testator being insufficient to pay all his legacies in full. The testator bequeathed an annuity to his wife and legacies to his children, including £1,000 to his son Robert on attaining twenty-five years of age, and £2,000 to his son Basil on attaining a similar age. The will contained a proviso that, if the testator's estate should be insufficient for all the payments, in such case the legacies in favour of his children should abate proportionately, and that the annuity bequeathed by his will and "any other legacy or annuity given by any codicil" thereto should be paid in priority. By the second codicil the testator bequeathed to Robert, in addition to the bequest in his favour contained in the will, the sum of £1,000 subject to and after payment of the legacies and the annuity bequeathed by the will. By the fourth codicil the testator revoked the legacy bequeathed by the will to Basil, and in lieu and stead thereof bequeathed to him a legacy of £1,000 on attaining the age of thirty-five years, and in the event of his death under that age settled the same on trusts in favour of Basil and his children. By a fifth codicil the testator revoked the legacy bequeathed by the fourth codicil to Basil and the trusts relating thereto, and "in lieu and stead thereof" bequeathed to his trustee the sum of £1,000 upon trusts under which Basil took a protected life interest, with remainder in favour of his children and issue. Two questions raised by the summons were: (1) Whether the legacy bequeathed by the fifth codicil in favour of Basil and his children and issue had priority over the legacies to the other children of the testator, or ranked *pari passu* with them; and (2) whether the additional legacy bequeathed by the second codicil to Robert was postponed to the legacies to the other children, or ranked *pari passu* with them. *Cur. adv. vult.*

SARGANT, J., delivered a considered written judgment, in the course of which, after stating the facts, he said: As to the second question raised by this summons, in my judgment the additional legacy given to Robert by the second codicil is postponed to the other legacies. As to the first question raised by the summons, I hold that the substituted legacy given by the fifth codicil in favour of Basil and his children and issue is not, according to the true construction of the will and codicils, entitled to any priority under the proviso contained in the will, but is payable *pari passu* with the other legacies. The general rule of construction that *prima facie* a substituted legacy is subject to the same conditions as the original legacy is not, in my opinion, confined to cases where the only change is one of amount, but may sometimes apply to cases where the legatee, under the substituted legacy, is a different person from the original legatee. I think the old case of *Leacroft v. Maynard*, *Pearson v. Leacroft* (1791, 1 Ves. Jun. 279, 3 Bro. C. C. 233) is good law, and in this respect I think the case of *Re Joseph* (1908, 2 Ch. 507) can be distinguished.—COUNSEL, J. D. Israel; J. F. W. Galbraith; L. W. Byrne; W. M. Hunt. SOLICITORS, Oliver, Richards, & Parker.

[Reported by L. M. MAY, Barrister-at-Law.]

**CORNELL v. HARRISON AND ANOTHER.** Neville, J.

15th and 16th November.

SETTLEMENT—MARRIAGE SETTLEMENT BY INFANT—REPUDIATION—REASONABLE TIME.

The reasonable time within which an infant may exercise his right to repudiate a settlement commences to run, not from the time when the property, the subject-matter of the settlement, falls into possession, but from the time when the infant attains twenty-one years of age.

Re Jones, Farrington v. Forrester (1893, 2 Ch. 461) not followed. *Edwards v. Carter* (1893, A. C. 360) and *Carter v. Silber* (1892, 2 Ch. 278) followed.

In 1895, on 29th December, an infant aged twenty executed a settlement in contemplation of her marriage, which took place the next day, whereby she settled certain interests in reversion expectant on the death of her mother upon usual trusts. The trusts were wholly in favour of the infant and her children, the intended husband taking no benefit thereunder. The infant continued to live with her husband till 1906, when they parted. There were three children of the marriage, the youngest of whom was born in 1902, all three being still

infants. On her coming of age the infant had neither confirmed nor repudiated the settlement, and, according to the evidence, it was proved that the infant was ignorant of her right to repudiate until the commencement of these proceedings in 1914, when she brought this action, claiming the right to repudiate the settlement, and asking for a declaration against the trustees, who were the defendants, declaring the settlement void. When the writ was issued the plaintiff's mother was still alive, and the property was still all reversionary, and no child had attained a vested interest under the settlement. Nineteen years had elapsed since the settlement was executed, and since 1906 the plaintiff had been maintaining herself by her own exertions. Counsel for the plaintiff argued that she was entitled to repudiate, as the settled property was not yet in possession, and, further, that the delay was excused on the ground that she was not aware of her rights till just before the present action. Counsel for the trustees relied on *Carter v. Silber* (1892, 2 Ch. 278), and the maxim "ignorantia legis non excusat."

NEVILLE, J., after stating the facts, said: North, J., in *Re Jones, Farrington v. Forrester* (1895, 2 Ch. 461) suggests that the time at which the obligation for an infant to exercise the right to repudiate a settlement within a reasonable time commences, not from his attaining twenty-one, but upon the falling into possession. But I cannot take this as an authority which I can follow, because North, J., emphasizes the fact that he is deciding only upon the facts of that particular case. I also think that the suggestion of North, J., is at variance with the decision of the House of Lords in *Edwards v. Carter* (1893, A. C. 360) and the decision of the Court of Appeal in the same case reported as *Carter v. Silber* (1892, 2 Ch. 278). In that case it was decided in the Court of Appeal that an infant could not pray in aid his ignorance of his right to repudiate the settlement in excuse for not repudiating within a reasonable time. When the case came before the House of Lords that contention was dropped, and the House must therefore be taken to have in substance affirmed the decision of the Court of Appeal. My own opinion would, but for that decision, have been the other way, but I am bound by it, and must decide that the infant has not repudiated the settlement within a reasonable time. Accordingly the action must be dismissed with costs.—COUNSEL, *Gilbert-Smith*; *W. J. Whittaker*. SOLICITORS, *A. P. Verulam Wild*; *Hardisty, Rhodes, & Hardisty*.

[Reported by L. M. MAY, Barrister-at-Law.]

## Court of Criminal Appeal.

REX v. ANNIE TONKS. 29th November.

CRIMINAL LAW—CONVICTION FOR NEGLECT OF CHILD—SUBSEQUENT DEATH OF CHILD—CHARGE OF MANSLAUGHTER—AUTREFOIS CONVICT—WHETHER SUCH PLEA GOOD—CHILDREN ACT, 1908 (8 Ed. 7, c. 67), s. 12.

A plea of *autrefois convict* cannot be successfully raised by a person charged with the manslaughter of a child in his care with regard to whom he has already been convicted—the child at the time of such conviction not having died—of wilful neglect under section 12 (1) of the Children Act, 1908, although section 12 (4) gives the jury power, on the trial of a person over sixteen years of age, for the manslaughter of a child of whom that person had the custody, charge or care, to return a verdict of wilful neglect under section 12 (1). Such a verdict would not be open to them where the prisoner had already been charged and tried under that sub-section.

This was an appeal against conviction for manslaughter. The appellant was on 27th September, 1915, convicted before the Walsall borough justices, under section 12 (1) of the Children Act, 1908, of wilfully neglecting her children in a manner likely to cause them unnecessary suffering or injury to health, and was sentenced to four months' imprisonment with hard labour. On 1st October one of the children in question, James, a child of six years old, died, and the appellant was thereupon indicted for the manslaughter of this child. At the trial she was undefended, and pleaded "not guilty." Evidence was given that the child's death was caused by the gross neglect of the appellant, and the jury convicted her. She was then sentenced to five months' imprisonment with hard labour, consecutive to the sentence she was already serving. It was argued on appeal that, inasmuch as under section 12 (4) of the Children Act, 1908, the jury could have convicted the appellant of wilful neglect under section 12 (1), she had been put in peril twice for the same offence, and that therefore the conviction could not stand. *R. v. Morris* (1867, L. R. 1 C. C. R. 90), *Reg. v. Miles* (1890, 24 Q. B. D. 423), *Reg. v. Friel* (1890, 17 Cox C. C. 325), *Reg. v. Barron* (1914, 2 K. B. 570), *Reg. v. Vandercomb* (1796, 2 East. P. C. 519), *Reg. v. Clark* (1820, 1 B. & B. 473), Archbold's Criminal Practice (24th edition), p. 177, and Stephen's Digest of the Law of Criminal Procedure, p. 174, were cited in support of that proposition.

LORD READING, L.C.J., delivered the judgment of THE COURT (LORD COLERIDGE and AVORY, J.J., with him) as follows:—Counsel for the appellant has contended that we must regard the case as if a plea of *autrefois convict* had been properly entered at the trial, and as if the judge had wrongfully ruled as a matter of law that there was no case to go to the jury upon the point. We think that that view is right. We think that no technicality should prevent this Court from administering justice. The Criminal Appeal Act, 1907, is clear upon that point. On the main issues raised by this appeal the argument addressed to us is that by virtue of the provisions of the Children Act, 1908, s. 12 (4),

it is open to a jury, at the trial of a person over sixteen years of age for the manslaughter of a child of whom that person had the custody, charge, or care, to find the accused guilty of (*inter alia*) the wilful neglect of that child, although they do not find him guilty of manslaughter. That is to say, that when a person is charged with manslaughter under this statute the jury are not bound upon the facts to return a verdict either of guilty of manslaughter or of acquittal, but that it is open to them to find that the accused has been guilty of wilful neglect of the child, although he has been indicted only for manslaughter. But, says Mr. Sherwood, the section must be read as meaning that the jury can find a verdict of the lesser offence although they consider on the facts that the accused is guilty of manslaughter. We cannot think that this is the meaning of the section, or that this is giving a natural or reasonable interpretation to its language. In our view this sub-section was passed simply to enable a jury, before whom a person was indicted for the manslaughter of a child, to find a verdict of wilful neglect if they thought that the facts warranted a conviction for this offence, but did not warrant one for manslaughter, notwithstanding that the only crime for which the prisoner stood indicted was that of manslaughter. Without this section this would not have been possible. That, we think, is the true meaning of the section. Mr. Sherwood refers us also to sub-section 3, but that does not assist his case. Sub-section 3 simply means that a person may be charged with committing an offence under section 12, notwithstanding the death of a child in respect of whom the offence is alleged to have been committed. That is all the sub-section says. A case might arise in which a child might not die actually in consequence of, let us say, neglect, but nevertheless where neglect might have been present. There is, therefore, no difficulty arising out of the provisions of the Children Act, 1908, in applying the well-known principle of our common law, to which our attention has been called, namely, that a person shall not be put in peril twice for the same offence. It is urged that the appellant has been convicted of an offence for which she had already been convicted. But that argument ignores the most important fact of the death of the child, which occurred some days after the first conviction. At the trial of the first offence, whether under the Summary Jurisdiction Acts, or on indictment, it would have been impossible to have charged the appellant with manslaughter, because death had not then occurred. When death did occur, and the indictment for manslaughter was preferred, no difficulty really arose. Proper effect can be given to the provisions of sub-section 4 of section 12 by the judge telling the jury that in the case before them they must come to a conclusion either that the accused is guilty of manslaughter, or is not guilty. He did not do in this case what he would do in a normal case under this section, namely, point out to the jury that it was open to them, if they thought right, to find the prisoner guilty only of the lesser offence, because of the special facts of the case. In our view it is wrong to say that a person indicted for the manslaughter of a child, whose death has occurred after the conviction of the same person for the wilful neglect of that child can be said to be twice put upon his trial for the same offence. During the course of the argument our attention has been drawn to various authorities. They have been discussed in this Court in several cases, and their underlying principle is so plain that I need not deal with them now. But we would desire to call attention to a passage on p. 177 of the twenty-fourth edition of Archbold's Criminal Practice, which is in these terms:—"The true test by which the question, whether such a plea is a sufficient bar in any particular case, may be tried is, whether the evidence necessary to support the second indictment would have been sufficient to procure a legal conviction upon the first." The authority quoted in support of that proposition is *Rez v. Clark* (*supra*). But on examination it will be found that that case is no authority for the principle enunciated in the text-book. This book, which is usually entirely accurate and is evidence of so much painstaking skill and industry, is, I fear, in error on this occasion. We were also referred to a passage on p. 174 of Stephen's Digest of Criminal Procedure, which says: "A. pleads *autrefois convict* or *acquit* to an indictment for the murder of B., and proves a previous conviction or acquittal . . . for the concealment of the birth of B. The plea is proved." It must not be taken that we assent to that as an illustration with regard to the concealment of birth. The whole point in this case turns upon the interpretation of section 12 (4) of the Act of 1908, and it follows from our view of that that this appeal fails and must be dismissed.—COUNSEL, *Sherwood*; *Cotes-Preedy*. SOLICITORS, *The Registrar of the Court of Criminal Appeal*; *The Director of Public Prosecutions*.

[Reported by A. L. B. THESIGER, Barrister-at-Law.]

## Probate, Divorce, and Admiralty Division.

IN PRIZE.

"THE EUMÆUS." Sir Samuel Evans, P. 22nd November.

PRIZE LAW—FIRMS CARRYING ON BUSINESS IN CHINA—REGISTRATION AT THE RESPECTIVE CONSULATES—STATUS OF.

A firm, consisting of two English and two German partners, which is registered in the German Consulate as a German firm at Shanghai, which is a treaty port where the various merchants of different countries are governed by the law of their own country in their commercial business.



ness carried on in that locality, is to be treated in all matters relating to the jurisdiction of a Prize Court in time of war as if it were established in Germany itself.

The Indian Chief (3 C. Rob 12) not applicable.

This case raised the question of the status of a firm in the nature of a partnership, carrying on business in China, the members of which were registered at their respective consulates, but the firm was registered as a firm in the German Consulate. All the facts sufficiently appear from the judgment.

Sir S. EVANS, P., said that the claimants described themselves as Arnold Karberg & Co., of Shanghai, China, importers and exporters. Up to the outbreak of war there were four partners in the firm—Harry Edward Arnold and Charles Herbert Arnold, both British subjects; and Ernst Goetz and Max Niclaassen, both German subjects. The shares of the British subjects were 43 per cent., and those of the German subjects 57 per cent. The two British subjects had lived at Shanghai for some years. Goetz lived in London and various places, and, according to the deed of partnership, was to reside abroad at such places as Harry Arnold should direct. After the war broke out he was interned in this country as a German. Niclaassen lived in Berlin, and up to the date of the war attended to the business of the firm in Berlin. The claim was made on the footing that the firm's business was carried on from Shanghai as the head office. The firm was registered at Shanghai in the German Consulate as a German firm. It was admitted that at the time of seizure the goods seized, and now claimed, were the property of the firm at Shanghai. The goods were claimed: (1) As the property of the Shanghai firm in the character of neutral subjects. Alternatively: (2) The shares of the respective partners were claimed as the property of neutral and British subjects respectively. As to claim (1), it was contended that the firm had a neutral domicile in Shanghai. As to claim (2), apart from alleged commercial domiciles, it was admitted that the two German partners were subjects of the German Empire, and that the other two partners were subjects of this country. As to the firm, it was contended that its trade was carried on in neutral territory, and it ought therefore to be treated as a neutral house of trade; and that, in consequence, its property was exempt from confiscation by capture at sea, or seizure in port. Assuming only for the purpose of dealing with this argument that the firm could be treated as a separate entity, apart from its four members, it was conceded that so far as the business and assets of any of the partners were within the jurisdiction of control of the German Consular authorities in China, the firm was liable to be treated in all respects as subject to German law. The firm itself, after the war, took up the position in reference to some British merchants that it was registered as a German firm, and that as such it was prohibited by the German authorities in Shanghai from carrying out its contracts with one British customer. Shanghai was a treaty port, and German merchants were, like the merchants of Great Britain and other countries, governed by the law of their own country in their commercial business carried on in that locality. Having regard to the establishment of registration of the firm in Shanghai as a German firm subject to German laws under treaty with China, and with ex-territorial rights and privileges, he (his lordship) was of opinion that the firm should be treated in all matters relating to the jurisdiction of a Prize Court in time of war as if it were established in Germany itself. A similar result must follow from a consideration of the position of the firm, not as a separate entity as was contended, but from the more accurate position of a partnership of the four individual partners. They, although subjects of different States, agreed to carry on the business in co-partnership in Shanghai, and, as such, were the joint owners, in varying shares or proportions, of the goods now claimed. The case of *The Indian Chief* (3 C. Rob. 12) was referred to as the great authority on the doctrine of the inmiscible character of merchants of western countries residing and carrying on trade in Oriental lands. But it was to be remembered that the case dealt with what was known as the "factory" system, which had long since passed away. Under treaty, China had accorded the rights and privileges of ex-territoriality to the chief European States. In Shanghai there was a British Supreme Court. In other parts of China there were the usual Consular Courts. The British communities were now regulated by the China and Korea Order in Council of 1904. Similar regulations existed for other European countries, including Germany; and it might be stated, shortly, that the effect of these was that, not only were the respective European communities governed by their own national laws among themselves, but the Chinese authorities were precluded from exercising any authority in any disputes between the subjects or citizens of the European States respectively and other foreigners. In the present case the two British subjects registered themselves in the British Consulate. They appeared, however, to have been prevailed upon to allow the firm to be registered in the German Consulate as a German firm. The fact and the results were more fully stated in an affidavit by the chief partner, Mr. Harry E. Arnold, in certain prize proceedings in the Colonial Prize Court of Alexandria in the *Derfingier* (cargo ex). In the present case he (his lordship) was not called upon to express any opinion whether at the present day a British subject could acquire a civil domicile in an Oriental country like China. Neither of the German partners was resident in Shanghai. One of them had his residence in Berlin. The latter's share of the goods claimed would, therefore, be liable to capture and confiscation as prize, even if the partnership constituted a neutral house of trade. The share of the former was also confiscable as belonging to an enemy, as he did not reside where, it was suggested, he might have acquired

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a commercial domicile. In any event, having regard to the ex-territorial conditions of European traders in Shanghai, his lordship was of opinion that neither of the partners, British or German, did acquire, or could have acquired, a neutral commercial domicile in Shanghai in the circumstances of the case. He failed to see how the business could be regarded except as an enemy concern. It was, in his view, to be treated as an enemy house of trade just as much as if the German authorities and community under and among which it was established were within a German colony or within the precincts of Germany itself. That being so, he condemned the 57/100 shares of Goetz & Niclaassen in the goods as enemy property to be forfeited to the Crown as droits of Admiralty. Whether the 43/100 shares of H. E. Arnold and A. C. Arnold should be condemned depended on whether they took proper steps in due time to dissociate themselves from the business. After reviewing the evidence on this head, his lordship held that it was insufficient to enable him to pass final judgment, and accordingly he gave the Procurator-General and Messrs. H. E. and C. H. Arnold liberty to apply as to the separate shares of the latter.—COUNSEL, *Maurice Hill, K.C.*, and *A. Nielson*, for the Crown; *Stuart Bevan*, for the claimants. SOLICITORS, *The Treasury Solicitor; Coward & Hunkley, Sons, & Chance.*

[Reported by L. M. MAY, Barrister-at-Law.]

## New Orders, &c. War Orders and Proclamations, &c.

The *London Gazette* of 3rd December contains the following:—

1. An Order in Council, dated November 30th (printed below) amending the Defence of the Realm (Consolidation) Regulations, 1914.
2. An Order in Council, dated 30th November, applying to the Isle of Man, with certain modifications, the amendments of 24th September, 1915, and 14th October, 1915, to the Defence of the Realm (Consolidation) Regulations, 1914.
3. An Order in Council, dated 30th November (printed below), providing for the administration of religious establishments in Cyprus.
4. A Foreign Office Notice, dated 3rd December, making further additions or corrections to the lists of persons to whom articles to be exported to China and Siam may be consigned.
5. An Order, dated 1st December, of the Central Control Board (Liquor Traffic), making some slight alterations in the Western Border Area as defined by the Order of 10th November. (*Ante*, p. 61.)
6. An Admiralty Notice to Mariners, dated 1st December (No. 1173 of the year 1915, cancelling No. 1041 of 1915), relating to the English Channel, North Sea, and Rivers Thames and Medway.
7. The *London Gazette* of 7th December contains the following:—
7. A Foreign Office Notice, dated 7th December, containing further additions or corrections to the lists of persons to whom articles to be exported to China and Siam may be consigned.
8. A translation received by the Foreign Office from His Majesty's Ambassador at Rome of a Decree issued by the Italian Government relating to the requisitioning of foreign merchant ships. The Decree extends to such ships the rules laid down in the Decree of 17th June, 1915 (Parl. Papers, Miscellaneous No. 18 (1915), Cd. 8704), and Art. III. is as follows:—

The requisitioned vessels which come under the terms of the present Decree will be temporarily inscribed in a special register at the Marine Department of Genoa, and will be authorized to fly the Italian flag in virtue of a special temporary permit.

## Defence of the Realm Regulations

### ORDER IN COUNCIL.

Whereas by an Order in Council, dated the twenty-eighth day of November, nineteen hundred and fourteen, His Majesty was pleased to make Regulations (called the Defence of the Realm (Consolidation)

Regulations, 1914) under the Defence of the Realm Consolidation Act, 1914, for securing the public safety and the defence of the Realm:

And whereas the said Act has been amended by the Defence of the Realm (Amendment) Act, 1915, the Defence of the Realm (Amendment) No. 2 Act, 1915, and the Munitions of War Act, 1915:

And whereas the said Regulations have been amended by various subsequent Orders in Council:

And whereas it is expedient further to amend the said Regulations in manner hereinafter appearing:

Now, therefore, &c., it is hereby ordered that the following amendments be made in the said Regulations:—

1. In lieu of the second paragraph of Regulation 11 the following paragraph shall be substituted:—

"The Secretary of State may also by order require that between such hours, within such area, and during such period, as may be specified in the order, such lamps as may be so specified shall be carried by all vehicles or vehicles of any specified class or description and in connection with traffic of any other specified class or description, and shall be properly trimmed, lighted, and attached or carried, and any police constable may stop any vehicle or other traffic found without lamps as required by the order, and, in the case of a vehicle, may seize the same, and the person in charge or having control of the vehicle or other traffic shall be guilty of a summary offence against these regulations."

2. After Regulation 14a the following regulation shall be inserted:—

"14c.—(1) A person coming from or intending to proceed to any place out of the United Kingdom as a passenger shall not, without the special permission of a Secretary of State, land or embark at any port in the United Kingdom unless he has in his possession a valid passport issued to him not more than two years previously, by or on behalf of the Government of the country of which he is a subject or a citizen, or, in the case of a person coming from a place outside the United Kingdom, either such a passport or some other document satisfactorily establishing his nationality and identity.

"To every such passport and document as aforesaid there must be attached a photograph of the person to whom it relates.

"In the case of British subjects resident in Ireland special permission to embark may be given by the Lord Lieutenant of Ireland instead of by a Secretary of State.

"(2) If any person lands or embarks in contravention of this regulation, or if, where any such special permission to land has been granted by a Secretary of State subject to any conditions, the person to whom it was granted fails to comply with any such condition, he shall be guilty of a summary offence against these regulations.

"(3) For the purposes of this regulation the expression 'passenger' includes any person carried on a ship other than the master and persons employed in the work or service of the ship."

3. After Regulation 22a the following regulation shall be inserted:—

"22a.—(1) Every person who carries on, whether alone or in conjunction with any other business, the business of receiving for reward letters, telegrams, or other postal packets for delivery or forwarding to the persons for whom they are intended, shall as soon as may be send to the chief officer of police for the district, for registration by him, notice of the fact together with the address where the business is carried on, and the chief officer of police shall keep a register of the names and addresses of such persons, and shall if required by any person who sends such a notice furnish him on payment of a fee of one shilling with a certificate of registration, and every person so registered shall from time to time furnish to the chief officer of police notice of any change of address at which the business is carried on and such other information as may be necessary for maintaining the correctness of the particulars entered in the register.

"(2) Every person who carries on such a business as aforesaid shall cause to be entered in a book kept for the purpose the following particulars:—

(a) the name and address of every person for whom any postal packet is received, or who has requested that postal packets received may be delivered or forwarded to him;

(b) any instructions that may have been received as to the delivery or forwarding of postal packets;

(c) in the case of every postal packet received the place from which the postal packet comes and the date of posting (as shown by the post-mark) and the date of receipt, and, if registered, the date and office of registration and the number of the registered packet;

(d) in the case of every postal packet delivered, the date of the delivery and the name and address of the person to whom it is delivered;

(e) in the case of every postal packet forwarded, the name and address to which and the date on which it is forwarded;

and shall not deliver a letter to any person until that person has signed a receipt for the same in such book as aforesaid.

"(3) The books so kept and all postal packets received by a person carrying on any such business and any instructions as to the delivery or forwarding of postal packets received by any such person, shall at all reasonable times be open to inspection by any police constable or by

any person appointed for the purpose by the competent naval or military authority.

"(4) If any person contravenes or fails to comply with any of the provisions of this regulation he shall be guilty of an offence against these regulations.

"(5) Nothing in this regulation shall apply to postal packets addressed to any office where any newspaper or periodical is published, being postal packets in reply to advertisements appearing in such newspaper or periodical."

4. In Regulation 42, after the words "civilian population," there shall be inserted the words "or to impede, delay, or restrict the production, repair, or transport of war material, or any other work necessary for the successful prosecution of the war."

At the end of the same regulation the following paragraph shall be inserted:—

"This regulation, so far as it relates to the production, repair, and transport of war material, and such other work as aforesaid, shall be deemed, for the purposes of Regulation 56, to be a regulation in which the Minister of Munitions has concurrent powers."

5. In paragraph (b) of Regulation 45, after the words "has been duly issued," there shall be inserted the words "or with intent to obtain any such pass, permit, certificate, licence or other document or passport, whether for himself or for any other person, knowingly makes any false statement."

30th November.

## The Annexation of Cyprus.

### ORDER IN COUNCIL.

Whereas, by virtue of the Cyprus (Annexation) Order in Council, 1914, the Island of Cyprus has been annexed to and forms part of His Majesty's Dominions:

And whereas the Convention of Defensive Alliance between Her late Majesty Queen Victoria and His Imperial Majesty the Sultan of Turkey, signed on June the 4th, 1878, the Annex to the said Convention, signed on July the 1st, 1878, and the Agreement signed on behalf of Her late Majesty and His Imperial Majesty the Sultan on August the 14th, 1878, have become annulled and are no longer of any force or effect:

And whereas it is expedient that provision should be made for the administration of the property, funds, and lands belonging to mosques, cemeteries, Mussulman schools, and other religious establishments existing in Cyprus, as heretofore:

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, as follows:—

(1) His Majesty's High Commissioner for Cyprus shall appoint two delegates, one of whom shall be a Mussulman resident in Cyprus, to superintend the administration of all property, funds, and lands belonging to mosques, cemeteries, Mussulman schools, and other religious establishments existing in Cyprus.

(2) Any such appointment shall take effect as from a date to be named by the High Commissioner, and all acts and things done or performed after the said date by such persons in the performance of their duties shall be deemed to be valid and effectual as if such persons had been duly appointed on that date.

(3) His Majesty may from time to time revoke, alter, add to, or amend this Order.

(4) This Order may be cited as "The Cyprus (Mussulman religious property) Order in Council, 1915."

And the Right Honourable Andrew Bonar Law, one of His Majesty's Principal Secretaries of State, is to give the necessary directions herein accordingly.

30th November.

## Warning to Insurance Companies.

The Secretary of the Admiralty made the following announcement last Saturday:—

Considerable misapprehension appears to exist in regard to the permissibility of British insurance companies communicating particulars of risks on Government work to companies or persons other than British companies or British subjects with whom they may have been in the habit of effecting reinsurances.

In order to remove this misapprehension, it is hereby notified that any person or company so communicating any information that may be of value to the enemy, either by way of reinsurance or otherwise, in connection with insurance upon such work, to any firm or person other than a registered British company or British subject, is liable to prosecution for enabling important information to reach the enemy in regard to works and materials in this country existing or in preparation for the conduct of the war.

Such prosecution may also be instituted in the case of any such particulars being passed out of this country to countries other than those comprised within the British Empire, whether to branch establishments of registered British companies or otherwise.

This notice is to be read as applying to all work or materials in preparation or in stock for any Government Department or Government contractor.

It should be observed that it has already been found necessary to remove the name of more than one insurance company from the list of companies who may participate in Government insurance on account of

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failure to take due precautions in regard to the secrecy of particulars of Government work.

### The Public Trustee.

The Lord Chancellor has assigned the duty imposed by Rule 15 (2) of the Public Trustee Rules, 1912, to the Hon. Mr. Justice Sargant. 26th November, 1915.

[The rule in question empowers the Lord Chancellor to assign to a particular judge of the Chancery Division the duty of advising the Public Trustee on questions arising in the administration of small estates without judicial proceedings. This duty has hitherto been assigned to Joyce, J.]

## Societies.

### The Belgian Lawyers' Relief Fund.

The following further donations to this fund have been received:—

	£	s.	d.
The Hon Society of the Middle Temple	...	105	0 0
The Masters of the Bench, Lincoln's Inn	...	105	0 0
Mr. Frederic Gregson	...	5	0 0

### Solicitors' Benevolent Association.

#### ANNUAL GENERAL MEETING.

The annual general meeting of this association was held on Wednesday at the Law Society's Hall, Mr. H. C. Blandy (Chairman of the Board, Reading) taking the chair. Those present included Mr. J. Field Beale, Mr. E. H. Bower, Mr. N. Chaplin, Mr. T. S. Curtis, Mr. J. Dixon (Chelmsford), Mr. Walter Dowson, Mr. W. E. Gillett, Mr. C. Goddard, Mr. W. H. Gray, Mr. F. N. Lawrence, Mr. C. G. May, Mr. M. A. Tweedie, Mr. N. J. Tweedie, and Mr. W. Melmoth Walters.

The report of the directors for the year ending 30th June, 1915, stated that the association had now 3,909 members, of whom 1,147 were life and 2,762 annual subscribers; 60 of the life members were also annual subscribers. The association had lost during the year 123 subscribers through death and 71 through withdrawals—194. It had obtained 104 new subscribers. The directors regretted to report the death of their colleague on the board, Mr. John Shelly, of Plymouth. Two hundred and thirty subscribers to the association had joined H.M. forces, and of these the directors regretted the following had been killed in action:—Capt. Bertrand Stewart, Major E. A. Myer, Lieut. A. J. Trinder, Capt. A. M. Williams, Capt. K. R. Cobb, and Capt. Philip Collins. Owing to the war no anniversary festival was held, and in consequence the donations usually received on such occasions were not forthcoming, but a circular was issued by the chairman for the year, Mr. W. Arthur Sharpe, to which a very generous response was made, and the sum of £848 was realised. The benefactions received by the association included legacies under the will of the late Mr. J. C. Hudson of £500, under the will of Mr. R. Hart £105, and under the will of Mr. Edward Wright, of Leamington, £1,000, and one-fourth of his residuary estate, amounting to a considerable sum, would be received in due course. The total relief granted during the year amounted to £6,180 5s. 1d., made up as follows:—Two hundred and twenty grants were made from the general funds, amounting to £5,261 6s. 9d., of which £1,865 was given to members and families of members, and £3,396 6s. 9d. to non-members and families of non-members. The total grants made in 1914 amounted to £5,425 10s., but the funds available in that year were £8,469 9s. 11d., as against £7,436 7s. in 1915. £175 was paid to annuitants out of the income derived from the late Miss Ellen Reardon's bequest; £88 to the recipients of the "Hollams Annuities"; £30 to the recipient of the "Victoria Jubilee Annuity (1887)"; £37 18s. 4d. to the recipient of the "Henry Morten Cotton Annuity"; £30 to the recipient of the "Christopher Annuity"; £30 to the recipients of the "Humphrys Annuities"; and £40 to the recipient of the "Beale Annuity." £240 was paid to pensioners from the "Victoria Pension Fund"; £208 to annuitants under the "Kinderley Trust"; and one grant, amounting to £40, was made from the Special Relief Fund connected with the "Kinderley Trust." To meet the many applications for relief already arising, and it was feared likely to arise more frequently (from the exceptional times through which we were passing), both from members and non-members and their families, the directors appealed to the profession for more general support. It must be borne in mind, they said, that this was the only association which made grants to country cases as well as those in London, and therefore deserved the support of solicitors in the provinces. In order that the interests of members and their families might be safeguarded, and the most necessitous cases of non-members met, it was absolutely necessary to increase the list of subscribers, and it was hoped that those who at present subscribed would endeavour to bring the claims of this, the leading charity of the profession, before other solicitors in their district and obtain their support. The directors believed that there were many solicitors well able to support the association who would do so if approached personally on the subject.

## EQUITY AND LAW

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The Hon. Charles Russell  
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W. P. PHELPS, Actuary and Secretary.

The CHAIRMAN, in moving the adoption of the report, said that the first feature to be noticed was the reduction in the number of the subscribers. This was perhaps only to be anticipated, and he was afraid a rather heavy reduction must be expected to continue under present circumstances. This had a very intimate bearing on the position of the association, because the annual subscriptions were looked upon in the light of income. It would be noticed that there had been various changes in the London members of the board. Five gentlemen had been elected on the board who were more or less new to the work. Reference should also be made to the legacy by Mr. Wright, of Leamington, amounting to £1,000 and one-fourth of his residuary estate, which would come to a considerable sum. So much of it as had been received had been judiciously invested. This was a great help to the association, because the annual subscriptions were likely to fall off and the applications for assistance to increase, and the association must have some source of income to meet these demands. He might say that during the present year the amount granted in relief was some £300 in excess of that granted during the corresponding period last year. It all pointed in one direction—namely, that they must safeguard their income, and the best way to do this was by increasing the number of annual subscribers. For this they were very greatly dependent upon the directors in the country, and he thought they should be asked to redouble their efforts in that direction by pressing those who were not yet subscribers in the localities to which they belonged. Then in regard to the amount which had been contributed in response to the appeal sent out by Mr. W. Arthur Sharpe, £848 was received. That, of course, was not so large an amount by a considerable way as for many years had been received at the annual festivals. But under the circumstances it was very satisfactory. That figure had not at present been reached this year, but £712 11s. had been received. On behalf of the Board he could not but express how very much they all appreciated the unfailing courtesy, sympathy and business ability of Mr. Alfred Davenport as chairman for the past year.

Mr. C. G. MAY seconded the motion, emphasising the fact that reduced subscriptions meant increased applications for assistance, because it was quite clear that there were solicitors whom he might call upon the border-line, and as the number increased they were likely to drop their subscriptions.

The motion was adopted.

A conversation ensued as to the fact that Treasury solicitors were not allowed to become members, as they did not take out practising certificates. They were not allowed to take out certificates, and several of the speakers said they knew Treasury solicitors who would be glad to join the association if they could.

The CHAIRMAN said it had been the practice to admit as members only those who took out certificates, but perhaps the board would see their way to make an exception in such cases.

A member asked whether the same rule did not apply to the Masters. Mr. MAY said he suspected they were admitted as members at a time when they took out certificates.

The CHAIRMAN promised that the Finance Committee would consider the matter, and report to the board with the object of seeing what could be done.

The directors were re-elected, as were the auditors, Mr. Roderick N. Purves, Mr. Ernest Goddard, and Mr. John S. Chappelow, F.C.A.

The proceedings closed with a vote of thanks to the late chairman, and Mr. ALFRED DAVENPORT briefly responded.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall on the 8th inst. Mr. W. C. Blandy (Reading) in the chair, the other directors present being Messrs. J. Field Beale, G. H. Bower, T. S. Curtis, A. Davenport, T. Dixon (Chelmsford), W. Dowson, W. E. Gillett, C. Goddard, J. F. N. Lawrence, C. G. May, M. A. Tweedie, R. W. Tweedie, and W. M. Walters. Grants to the amount of £671 were made to poor and deserving applicants, and twenty-two new members were admitted.

### The Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 2nd inst., Mr. C. F. Leighton in the chair. The other directors present were Mr. F. W. Emery, Mr. T. H. Gardiner (treasurer), Mr. P. E. Marshall, Mr. A. E. Pridham, Mr. J. E. W. Rider, Mr. N. Chaplin, Mr. W. M. Woodhouse, and the secretary, Mr. E. E. Barron. The sum of £85 was voted in relief of deserving cases, and other general business transacted.

### The Union Society of London.

The sixth meeting of the 1915-1916 session was held at the chambers of Mr. W. R. Willson, 3, Plowden-buildings, Temple, on Wednesday, 8th December, 1915, at 8 p.m. The president was in the chair. Mr. Coram moved, "That the Government should at once take measures adequately to provide for the protection of British traders from German and Austrian competition which will arise after the termination of the present war." Mr. Quass opposed. There also spoke Mr. Thomas, Mr. Green, Mr. Kingham. The motion was carried.

### Prize Bounty and Prize Money.

In the House of Commons on Wednesday, Dr. Macnamara, replying to Mr. G. Terrell, said:—We have prepared, and authority will be sought by Order in Council for, a revised scale of distribution which will be the basis of award both for prize bounty and for prize money. Preliminary steps are now being taken in the preparation of the rolls of the ships' companies considered to be entitled to share in prize bounty. A statement will shortly be ready to enable the Prize Court to determine the amount of prize bounty and the ships to which it should be awarded in respect, at any rate, of the earlier engagements. It is hoped that payments may be made in respect of these engagements at an early date. As regards prize money, I have already stated that certain questions affecting its distribution are involved in the Naval Prize Bill, which the Prime Minister stated on 4th November would be proceeded with without undue delay. But in any case, it will in all probability be quite impossible to make any distribution until after the close of hostilities. Replying to a supplementary question, Dr. Macnamara said he would very much like to make a first distribution of prize bounty before Christmas, but he was doubtful whether it would be possible. All expedition would be used.

### The Restriction on Leaving the Country.

At Lambeth Police Court on Tuesday, says the *Times*, a young Australian asked Mr. Chester Jones to sign a "green form" of application for a passport. It was explained that he wanted to return to Australia to settle his affairs and join the Australian forces. Mr. Chester Jones said that it would take the applicant two months to get back to Australia, another two months to settle his affairs, and by that time the war would be over. Evidence having been called in support of the applicant's good faith, Mr. Chester Jones ultimately signed the form, but remarked: "It looks as though he came over here to dodge the Australian enlistment and is going back to dodge enlistment here."

At the North London Police Court Mr. Hedderwick refused to sign for an applicant of military age, who said he wanted to go to West Africa to look after a gold mine. The applicant's protest that bullion was necessary for the conduct of the war was of no avail.

The Kingston magistrates signed a "green form" for a young traveller in Manchester goods, whose firm wanted to send him to the East. It was represented by the firm that there was no one else to send, the applicant having been specially introduced to the firm's Eastern customers.

[As to the "green form" procedure, see the new Defence of the Realm Regulations (p. 124).]

### Interpreted Evidence at the Central Criminal Court.

The Common Serjeant at the Central Criminal Court on Tuesday, says the *Times*, referred to a report made in the *Times* containing a statement made by counsel with reference to the interpretation of proceedings to foreign prisoners in the Court of Criminal Appeal. He said that counsel's statement was to the effect that the regular practice at the Central Criminal Court was that if a foreigner was represented by counsel the evidence given in the case was not interpreted. All the time that he had sat in his court—and he could also speak for the Recorder's court—the practice had been exactly to the contrary. The evidence had always been interpreted to the accused man who was being tried, whether he was defended by counsel or not. He asked that publicity should be given to the statement in order that the practice of the Central Criminal Court should not be publicly misrepresented.

### Excess Profits Tax.

In the House of Commons on Tuesday Mr. Montagu stated that the Board of Referees to hear appeals against the excess profits tax would consist of the following gentlemen:—

Mr. Duke, K.C., M.P., Chairman; Lord Faber, Yorkshire; Mr. Albert Illingworth, M.P., Sir Clarendon Hyde, London; Mr. A. F. Pease, Darlington; Mr. J. H. Tritton, manager of Barclay's Bank; Mr. Leif Jones, M.P.; Mr. F. W. Gibbons, tinplate manufacturer, South Wales; Sir Charles Bine Renshaw, chairman of the Caledonian Railway; Mr. J. E. Fottrell, director of the Royal Bank of Ireland; Mr. Alexander Cooke, flax and yarn merchant, Belfast.

The following accountants:—Mr. H. Woodburn Kirby, president of the Institute of Chartered Accountants; Mr. A. O. Miles, Manchester, ex-president of the Institute of Chartered Accountants; Mr. R. R. March, Cardiff; Mr. W. H. Cook, president Scottish Chartered Society of Accountants; Mr. Joseph Gurney Fowler, shipping accountant; Sir William Peat; Mr. C. Hewetson Nelson, president of the Society of Incorporated Accountants and Auditors; Mr. W. T. Walton, West Hartlepool. The following merchants and traders:—Sir Jeremiah Colman; Mr. C. D. Morton, London; Mr. Howard Williams, London; Mr. W. Penrose-Green, Leeds; Mr. L. F. Massey, Manchester; Mr. Walter Tyzack, Sheffield; Mr. J. A. Jones, Cardiff and Newcastle; Mr. A. W. Faire, Leicester.

He thought those names would give confidence to those engaged in the trade and commerce of the country that their cases would be heard by an impartial and experienced tribunal. The list was not necessarily complete. If it were shown that it was desirable to add other names, there was nothing in the Bill to prevent additions on the suggestion either of the Chancellor of the Exchequer or the Board of Referees themselves when they got to work.

### Obituary.

#### Mr. Daniel Jones.

MR. DANIEL JONES died at his residence at Wimbledon on Saturday, the 4th inst., at the age of eighty-one. Mr. Jones was a Wrangler at Cambridge, and was called to the Bar at Lincoln's Inn in 1861, practising at the Chancery Bar until his eightieth year. He was the last survivor of the original founders of the All-England Lawn Tennis Club, and had never missed a championship meeting there since the championship was instituted. He took a leading part in drawing up the laws of lawn tennis. A brother of "Cavendish" (Mr. Henry Jones), he was himself an accomplished whist player. He was also a keen musician and a glee singer in his younger days, and was a member of the Alpine Club. Mr. Jones leaves four sons, the eldest of whom is now at the front.

#### Mr. Lancelot Indermaur.

MR. LANCELOT INDERMAUR, B.A., solicitor, died on the 3rd inst. at Apia, Samoa, aged thirty-nine. He was admitted a solicitor in January, 1902, and practised in London until 1906, when he left England for Australia, and subsequently practised at Tonga (Friendly Isles). In January, 1914, he entered the service of the Government, and at the time of his death was District Officer in the Gilbert and Ellice Islands Protectorate. He was educated at Chatham House School, Ramsgate, and at Oundle School, Northamptonshire, and took his B.A. degree at Cambridge in 1898. He was the only son of Mr. John Indermaur, solicitor, of 22, Chancery-lane, London, to whom he served his articles.

### Legal News.

#### Appointment.

Sir Lewis T. Dibdin, Master of the Faculties, sitting in the Church House, Westminster, on Wednesday, granted an application by Mr. FRANK STANLEY WARWICK, solicitor, for a faculty appointing him a Notary Public to practise at Middlesbrough and within a radius of ten miles from the Town Hall on the Yorkshire side of the River Tees. Mr. Warwick was admitted in 1909.

#### Changes in Partnerships.

##### Dissolutions.

WILLIAM HOLMES, JOHN CURZON INGLE, CHARLES WALKER HOLMES, WILLIAM BOUNCKER INGLE, and GEORGE STANLEY POTT, solicitors (Ingle, Holmes, Sons & Pott), Capel House, New Broad-street, London, E.C. September 30.

JERROLD NATHAN JOSEPH and STEPHEN SIMON HYAM, solicitors (Joseph & Hyam), 17, Finsbury-pavement, in the city of London.



June 31. The said Stephen Simon Hyam will continue the said business on his own account under the present style of Joseph & Hyam.

[Gazette, December 3.]

HENRY THORPE and WILLIAM THORPE, solicitors (Henry Thorpe & Sons), 54, Market-street, in the borough of Ilkeston, in the county of [Gazette, December 7.]

### General.

The *Times* states that, at the request of the Prime Minister and the Chancellor of the Exchequer, Lord Reading is giving the greater part of his time to Treasury business.

Sir George Farwell, late Lord Justice of Appeal, aged seventy, of Southwell-gardens, Kensington, and Knowle, Dunster, Somerset, left unsettled property of the value of £64,989.

Mr. John Durham, aged seventy-seven, of Kingston-on-Thames and of Surbiton, solicitor, the last person to carry the tipstaff before the Lord Chief Justice (a custom that was abolished in 1874), left estate of the value of £13,760.

No postage stamps issued during Queen Victoria's reign are now valid. The public are reminded that no application to exchange any of the invalidated stamps for current stamps of equivalent value can be entertained unless made on or before the 31st of this month at the Inland Revenue Offices in London, Dublin, or Edinburgh.

Sir A. Nicolson has informed the Merchant Service Guild that a proposal has been made by the Foreign Office to the German Government that merchant seamen should be placed on the same footing, as regards repatriation, on the ground of ill-health, as other civilian prisoners, and that it is also hoped to make arrangements for the repatriation of merchant seamen under seventeen and over fifty-five.

Sir Samuel Evans, the President of the Probate, Divorce, and Admiralty Division, was knocked down by a motor-omnibus on Monday afternoon as he was crossing the Strand from the Law Courts to the entrance of the Temple. His right leg was broken just above the ankle. He was taken back to the Courts, where his leg was put in splints, and he was then moved in an ambulance to his house in Lancaster-gate. When the accident happened Sir Samuel Evans was calling a taxicab to go to Victoria Station to meet Lady Evans on her arrival from their house at Brighton.

In the House of Commons, on Monday, Mr. Pretyman, answering a question by Mr. Well as to what steps the Government proposed to take to deal with the registered companies under the cloak of which Germans and other enemies are enabled to continue their business and connections in this country, whether the shares are nominally held by British investors or not, said effective steps were taken by the Board of Trade under the powers conferred upon them by the Trading with the Enemy Acts to prevent any trading with the enemy by such companies as are referred to, and consideration was being given to the question whether any steps should be taken after the war to prevent the registration of companies the majority of whose shares were under foreign control.

In the House of Commons, on Tuesday, Sir E. Grey, in reply to Mr. Butcher, said: From the information in the possession of His Majesty's Government, the practice of the German Government is to place under compulsory administration those undertakings whose capital belongs wholly or mainly to British subjects. The administrator appointed by the central authorities in such cases appears to have discretionary powers either to carry on the business of the undertaking concerned in whole or in part, or to limit his action to the liquidation of the current business of the undertaking. He may also dissolve the undertaking, although in this case the authorization of the Imperial Chancellor is, I believe, required. I have no information as to the scale of fees payable to the administrator.

When, says the *Times*, some days ago, Canon J. M. J. Fletcher, vicar of Wimborne Minster, was searching among the old Minster documents for a seventeenth-century presentment he found that a large bundle of documents, labelled on the outside "presentments," were not presentments, but a series of churchwardens' accounts, dated between the years 1403 and 1475. The Minster was known to possess an almost complete series of churchwardens' accounts from the year 1475 up to the present time; but, although the valuable collection of ancient deeds deposited in the Minster has been gone through occasionally by experts, the bundle referred to has apparently hitherto escaped the notice of those able to decipher them and qualified to estimate their value. They are not complete, but cover more than forty of the years mentioned (1403-1475).

At Birmingham Assizes, on the 3rd inst., before Mr. Justice Shearman, Samuel Dinsdale Balden, aged fifty, a well-known solicitor, was charged with converting to his own use sums of money belonging to clients; his clerk, Ernest Brewer (thirty-eight), was charged with converting to his own use a mortgage for the payment of £1,100; and Balden was further charged with aiding and abetting Brewer and conspiring with him to appropriate the mortgage to their own use. Balden pleaded guilty to appropriating two sums of £1,300 and £300, but not guilty to the other charges. It was stated that the total amount of the money misappropriated was £14,700. The prisoners were found not guilty upon the joint charge, and Brewer was dismissed. His lordship said Balden seemed to have been living on the most barefaced robbery and sentenced him to five years' penal servitude.

## THE BRITISH LAW FIRE

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The December Sessions for the jurisdiction of the Central Criminal Court were opened on Tuesday by the Lord Mayor at the Sessions House, Old Bailey. In his charge to the Grand Jury the Recorder said the calendar was one of the lightest for a good many years, the number of persons awaiting trial being forty-nine, representing about thirty cases.

The Local Government Board district auditor has surcharged the members of the Camberwell Borough Council £900 in respect of payments to workmen and officials who are serving with the colours. The auditor says that in most of the cases the payments made by the Council, when added to the Government payments, have at least doubled the sums available for the maintenance of the men's families.

Mr. R. Wallace, K.C., in charging the Grand Jury at the London Sessions on Tuesday, said that the list of cases was the shortest ever known in the history of the county of London, and was only one-fourth of what it was at the same period three years ago. The drink orders had had a most beneficial effect. When the original orders were made one class of crime almost entirely disappeared. There was practically no late drinking, no wounding or fighting when people were turned out of public-houses.

In the House of Lords, on Wednesday, the Lord Chancellor, in moving the second reading of the Judicial Committee Bill (which enables the Judicial Committee of the Privy Council to sit on more than one division at the same time), explained that it was largely necessitated by the increase of work which devolved on the Committee owing to Prize Court cases. Justice administered in haste was liable to become unjust, and this Bill would enable the Committee to carry on the two classes of its work at the highest standard of efficiency. The second reading was agreed to.

A Reuter's message from New York, dated 8th December, states that the *Evening Post's* Washington correspondent says: "The United States has sent a Note of a peremptory character to Austria-Hungary on the Ancona incident. It is expected that it will be presented by Mr. Penfield, the United States Ambassador in Vienna, to-day or to-morrow. The Note is couched in more severe terms than the Notes to Germany in the *Lusitania* case, and the demands made are these:—The United States expects a complete disavowal of the act, the punishment of the captain of the Austrian submarine, and any others who are responsible, full indemnity for the families of American victims, and assurances against any repetition of such an outrage."

Captain Philip Collins, 7th Rifle Brigade, a partner in the firm of Peake, Bird, Collins, & Co., solicitors, of Bedford-row, W.C., who was killed in France or Belgium on 30th July, aged thirty-two, has left property of the value of £8,346, of which £8,340 is net personality. The testator left £200 to the Rugby Club, Notting Dale, £50 to the Old Rugbeians' Society, and £110 "to be divided among eleven officers who shall be alive at the declaration of peace of the present war, as a slight remembrance of me and of the many happy days and the kindness shown me when I had the honour to assist in forming a new battalion of the London Rifle Brigade." He also left £150 for the clerks in his firm on 11th August, 1914.

In the House of Commons on Wednesday Mr. Snowden asked the Prime Minister if he would give an undertaking that no proposals made through neutrals or by any belligerent for negotiations based upon the evacuation of conquered territory shall be rejected by the Government without the knowledge of Parliament. Mr. Asquith: As the hon. member is aware, the Governments of France, Russia, Japan, Italy, and Great Britain have mutually agreed not to conclude peace separately during the present war. If proposals of a serious character for a general peace are put forward either directly or through a neutral Power by the enemy Governments, they will be first discussed by the Allied Governments; and till this contingency arises I cannot give any other pledge. Should proposals for peace be put forward it would be the desire of His Majesty's Government to take Parliament into its confidence at the earliest possible moment.

The two sons of his Honour Judge Smyly, K.C., of the Shoreditch and Bow County Courts, who joined the Army as privates, have risen to the rank of lieutenant. Lieutenant A. F. Smyly, South Staffords, has been wounded.

In the House of Lords, on Tuesday, on the second reading of the Evidence (Amendment) Bill, the Lord Chancellor, in reply to some remarks by Lord Parmoor and Earl Loreburn, said he was perfectly willing to accept any amendment that did not destroy the efficacy of the Bill. Although he did not think the question of trials *in camera* was strictly relevant, he was bound to say that in view of the danger to which we were exposed through the unguarded publication of matter that ought to be kept secret, anxious as he was to preserve in all respects the old traditions of our Courts, the ordinary considerations did not apply. We were in face of a national peril, and personal liberty must go by the board. The Bill was read a second time.

In addition to the £200,000 subscribed to the last British War Loan and £300,000 to the present Canadian War Loan, the Sun Life Assurance Co. of Canada (London office, Norfolk-street, Strand) are taking a substantial amount of the new French Loan.

The public are cautioned to be sure of obtaining the genuine "Oxford" Sectional Bookcase, as exhibited at "Ideal Homes" and other exhibitions, particulars of which may be obtained free from the sole inventors and manufacturers, William Baker & Co., Oxford. Avoid imitations, which, although similar in name and general appearance, are quite differently constructed, of inferior finish, and more expensive. The "Oxford" is only genuine when connected with the name of WILLIAM BAKER & Co.—(Advt.)

## Court Papers. Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
EMERGENCY ROTA.		APPEAL COURT No. 1.		Mr. Justice JOYCE.	
Date.				Mr. Justice NEVILLE.	
Monday .. Dec. 13	Mr. Borer	Mr. Bloxam	Mr. Farmer	Mr. Groswell	
Tuesday .. 14	Leach	Jolly	Synges	Church	
Wednesday .. 15	Goldschmidt	Greswell	Bloxam	Leach	
Thursday .. 16	Farmer	Leach	Goldschmidt	Borer	
Friday .. 17	Church	Borer	Leach	Synges	
Saturday .. 18	Synges	Goldschmidt	Church	Jolly	
Mr. Justice EVEL.		Mr. Justice SARGANT.		Mr. Justice ASTHURST.	
Date.				Mr. Justice YOUNGER.	
Monday .. Dec. 13	Mr. Goldschmidt	Mr. Leach	Mr. Jolly	Mr. Borer	
Tuesday .. 14	Bloxam	Goldschmidt	Greswell	Jolly	
Wednesday .. 15	Farmer	Church	Borer	Bloxam	
Thursday .. 16	Church	Greswell	Synges	Goldschmidt	
Friday .. 17	Greswell	Jolly	Farmer	Farmer	
Saturday .. 18	Leach	Borer	Bloxam		

## The Property Mart

### Forthcoming Auction Sales.

December 14.—Messrs. ROGERS, CHAPMAN & THOMAS, at the Mart, at 2: Freehold Ground Rents and Freehold Investment (see advertisement, back page, Nov. 27).

December 15.—Messrs. EDWIN FOX, BURNETT & BADDELEY, at the Mart, at 2: City of London Freehold Property (see advertisement, back page, Nov. 27 and Dec. 4).

December 16.—Messrs. H. E. FOSTER & CRAWFIELD, at the Mart, at 2: Shares, Policy of Assurance, &c. (see advertisement, back page, this week).

## Winding-up Notices.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Nov. 26.

MADAME ROMNEY, LTD.—Creditors are required, on or before Dec 2, to send their names and addresses, and the particulars of their debts or claims, to Bernard Victor Clarke, 62, Finsbury street, liquidator.

RHIFES' CASH CHERMERS, LTD.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Wood, 45, Midway chambers, 60, Bishopsgate, liquidator.

TULLOCH & CO, LTD.—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to P. Holman, 11, Queen Victoria st, or G. G. Poppleton, 4, Charterhouse sq, liquidator.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Nov. 30.

LANCASHIRE AND CENTRAL COUNTIES VACUUM CLEANER CO, LTD.—Creditors are required on or before Jan 12, to send their names and addresses, and the particulars of their debts or claims, to George Harold Simpson, 3, Independent bldg, Fargate, Sheffield, liquidator.

LONDON AND NORTH WEST AMERICAN MORTGAGE CO, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 11, to send their names and

addresses, and the particulars of their debts or claims, to Montague Pawan, 58, Coleman st, liquidator.

SHEFFIELD SPORTING NEWS CO, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required on or before Dec 28, to send their names and addresses and the particulars of their debts or claims, to Mr. John William Husband, 34, St Roman's rd, Sheffield, liquidator.

SOWERBY BRIDGE UNITED DISTRICT FLOUR SOCIETY, LTD.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their claims, to Crosswell Crabtree, Market st, Hebden Bridge, Yorks, or to John William Hodgson, The Hollins, Triangle, nr Halifax, liquidator.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Dec. 3.

ACME BOX MANUFACTURING AND TIMBER CO, LTD.—Creditors are required, on or before Dec 17, to send their names and addresses, and the particulars of their debts or claims, to Charles Edwin Dovey, 31, Queen st, Cardiff, liquidator.

J. S. HAKELTINE, LTD.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Tom Townshend Cooper, King's Court, 115 and 117, Colmore row, Birmingham, liquidator.

D. S. R. SYNDICATE, LTD.—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to William Frederick White, 37, Walbrook, liquidator.

JOHN FAIRIST & SON, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to Thomas Pascoe, 28, Rokeby av, Clifton, Bristol, liquidator.

NORBURN STEAMSHIP CO, LTD.—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Herbert Laurence Hogg, 6, Victoria terr, West Hartlepool, liquidator.

PEARBETH REVERSION CO, LTD.—Creditors are required, on or before Dec 17, to send their names and addresses, and the particulars of their debts or claims, to Henry Temple Fearn, and Montague Ellis, 17, Albemarle st, joint liquidators.

SAMSON MANUFACTURING CO, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 14, to send their names and addresses, and the particulars of their debts or claims, to Henry McLellan, 6A, Devonshire sq, liquidator.

W. H. NEWMAN, LTD.—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Henry Vale, Nivoc chambers, Great Charles st, Birmingham, liquidator.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Dec. 7.

COLES & CO, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to Frank C. Priestley, 97, Chesapeake, liquidator.

BERNARD LAURENCE, LTD.—Creditors are required, on or before Jan 22, to send their names and addresses, and the particulars of their debts or claims, to George F. Wildash, F.C.A., 75, Coleman st, liquidator.

BITTERNE MOTOR AND CYCLE CO, LTD.—Creditors are required, on or before Jan 11, to send their names and addresses, and the particulars of their debts or claims, to Mr. Percy Bernard Ingoldby, 27, Portland st, Southampton, liquidator.

THARNT TIMES, LTD.—Creditors are required, on or before Jan 15, to send in their names and addresses, with particulars of their debts or claims, to John Walter Scarlett, 6, Cecil sq, Margate, liquidator.

WILKINSON, FISH & CO, LTD.—Creditors are required, on or before Jan 4, to send their names and addresses, and the particulars of their debts or claims, to John William Hilton, 25, Chalmersdale rd, Pendleton, Manchester, liquidator.

## Resolutions for Winding-up Voluntary.

London Gazette.—FRIDAY, Nov. 26.

Waterloo Taxicab Co, Ltd. George Pavey, Ltd.  
Fencliff Gardens, Ltd. Howard Latham, Ltd.  
Walton & Co (Portsmouth), Ltd. Syrolit, Ltd.  
McNaughton (Leeds), Ltd. Madame Romney, Ltd.  
Ural Emba Oilfields, Ltd. Dartmouth and South Coast Steamship Co Ltd.  
Dewsbury Textile Printing Co, Ltd. Bitterne Motor and Cycle Co, Ltd.  
Ferialium Rustless Metal Co, Ltd. Meadow Mill Spinning Co, Ltd.

London Gazette.—TUESDAY, Nov. 30.

J. Yeston & Co, Ltd. Aberystwyth and Aberdovey Steam Packet Co, Ltd.  
Foskett and Woodward, Ltd. Holborn Electric Fires, Ltd.  
Makin & Co, Ltd. Burrfield Steamship Co, Ltd.  
Alcanta Steamship Co, Ltd. Fortwood Reform Club Land and Building Co, Ltd.  
United Ship Repairing Co, Ltd. Co, Ltd.  
Sheffield Sporting News Co, Ltd. John Priest & Son, Ltd.  
Clumber Advances Co, Ltd. Ebbw Valley Building Co, Ltd.  
Oil Explorers, Ltd.

London Gazette.—FRIDAY, Dec. 3.

Hull Drying and Warehousing Co, Ltd. Lynwood & Co, Ltd.  
Muthol, Ltd. Nikam Syndicate, Ltd.  
Sydney Solomon & Co, Ltd. Sano Sphinx Motor, Ltd.  
Southern Counties Produce Co, Ltd. Norburn Steamship Co, Ltd.  
International Organotherapy Co, Ltd. Ward Bros. (Crewe), Ltd.  
Glanville & Lambert, Ltd. Gr. titude Steamship Co, Ltd.  
D. S. R. Syndicate, Ltd. Variable Blast Pipe Co, Ltd.  
Daily Express (1908), Ltd. Anglo-Cobalt Syndicate, Ltd.  
Edwards, Cobb & Co, Ltd.

London Gazette.—TUESDAY, Dec. 7.

Gilbert Drummond & Co, Ltd. Downgate Steamship Co, Ltd.  
Moreton, Rogers & Co, Ltd. Lockwood & Keighley Ltd.  
Hainworth Motors Ltd. British Diesel Motor Vessel Co, Ltd.  
Lazenby Brothers, Ltd. Free State Rand, Ltd.

## Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Nov. 30.

AGUTTER, GEORGINA, Queen's rd, New Cross Dec 30 Allen & Co, Eastcheap  
ALLAN, SARAH ANN, Stockton on Tees Dec 25 Inglis, Stockton on Tees  
ATHERTON, HENRY, Wigan, Colliery Proprietor Dec 29 Campbell, Wigan.



ATKINSON, LOUISA, Huntington, Yorks Feb 14 Crombie & Sons, York  
 BRYAN, HENRY, Rhyll, Flint, Gardener Jan 1 Parry & Co, Denbigh  
 BOND, ROBERT MAXWELL, Ashton on Ribble, Preston, Lancs, Tin Plate Worker Dec 21  
 Houghton & Co, Preston  
 BURNHAM, EDITH MARY, Christchurch, Hants Dec 31 Hancock & Co, Shipston on  
 Stour  
 CORT, EDWARD, Cardiff Jan 14 Lloyd & Pratt, Cardiff  
 DRAKE, EDWIN, Torquay Jan 7 Nalder & Lister, Shepton Mallet  
 DAVENPORT, WILLIAM, Penketh, Lancs Dec 27 Davies & Co, Warrington  
 EASTWOOD, JOHN LEE, Oldham, Blacksmith Jan 30 Houston, Duchy of Lancaster Office,  
 London  
 FARQUHAR, Deputy Surgeon General WILLIAM, Westbourne gdns Dec 31 Stibbard &  
 Co, Leadenhall st  
 FREEMAN, THOMAS SOMERES ROBERT, Saham Toney Dec 24 Girling & Co, Dereham,  
 Norfolk  
 GALBALLY, PETER, Macclesfield Dec 24 Hand, Macclesfield  
 GALBALLY, SARAH, Macclesfield Dec 24 Hand, Macclesfield  
 GARDNER, JOHN, Chester, Tramway Manager Jan 12 Morgan, Chester  
 GREENHALGH, HANNAH, Crumpton, Manchester Dec 27 Hall & Co, Manchester  
 GREENHALGH, JOHN, Crumpton, Manchester Dec 27 Hall & Co, Manchester  
 HARDY, MARY, Spalding, Lincs Dec 18 Harvey & Son, Spalding  
 HAUGHTON, JAMES BIRCH, Hightown, Manchester, Metal Planer Dec 27 Field &  
 Cunningham, Manchester  
 HAYNE, CAROLINE WINIFREDA GRIMANERA, Cornwall gdns, Ken-ington Dec 30 Adams  
 & Colville, Frederick's pl, Old Jewry  
 HOOD, CAROLINE THEODORE COCKBURN, Sloane ct, Chelsea Jan 7 Andrew & Co,  
 Great James st  
 JACKSON, ROBERT, Whitley Bay, Northumberland Dec 30 Ord, Gateshead  
 JOY, MARY ANN and R-SE ARNELL JOY, Tunbridge Wells Jan 10 Cheale & Son,  
 Tunbridge Wells  
 LAVERY, ROBERT BANKS, Portland pl Jan 11 Chester & Co, Bedford row  
 LITTLE, JAMES TATLOCK, Heaton Chapel, Lancs Dec 31 Hardicker & Hanson, Man-  
 chester  
 LITTLEWOOD, WILLIAM, Rotherham, Yorks, Stove Grate Grinder Jan 7 Gichard &  
 Gunner, Rotherham  
 LLOYD, HARRIETTE, Bournemouth Jan 7 Walker & Son, Meriton sq, Dublin  
 MCCARTHY, MARY, Lyndhurst, Hants Jan 11 Paris & Co, Southampton  
 MCKENNA, JOSEPH, Middelburg, Transvaal, South Africa, Mine Captain Dec 28 Keke-  
 wich & Co, Suffolk in  
 MCLEAN, HANNAH, Southport Dec 31 Wilmot & Hodge, Southport  
 MCLEAN, JOSEPH, Southport Dec 31 Wilmot & Hodge, Southport  
 MASSEY, STEPHEN FRANCIS, Flushing, Queens County, New York, USA Dec 31  
 Minchin & Co, Stone bldgs  
 MORRELL, ALFRED, Cambridge Dec 11 Ellison & Co, Cambridge  
 MULLINS, ELIZABETH ANNE Lyndhurst grs, Hampstead Dec 31 Western & Sons,  
 Essex at  
 NIGHTINGALE, WALTER HAWKINS, Orhey, Watford, Herts Dec 31 Burton & Co,  
 Surrey at  
 NORTH, HENRY, Nottingham, Furniture Dealer Dec 31 Dowson & Wright, Notting-  
 ham  
 PATTEN, SARAH, Salttram cres, Paddington Dec 31 de Lyons-Pike, Bloomsbury pl  
 PONTON, SARAH, Tynemouth Dec 18 Adamson & Adamson, North Shields  
 POUER, ADRIANUS DE JOHNS, Bart, India House, Leadenhall st Jan 12 Hivington & Son,  
 Fenchurch bldgs  
 PRICE, THOMAS, Tredgar, Mon, Innkeeper Dec 30 Spencer & Son, Tredgar  
 ROWSON, ROBERT, Castleide, Durham, Builder Dec 30 Aynsley, Consett, co Durham  
 RYCOFT, HENRY FREDERICK, Piccadilly Dec 31 Knocker & Co, Sevenoaks  
 SCHOLEFIELD, WILLIAM DAVID, Liverpool, Flatowner and Forwarding Agent Jan 1  
 Weightman & Co, Liverpool  
 REATY, EDITH MARY, Hartford, Chester Dec 31 Hall & Co, Manchester  
 SMITH, THOMAS SHERRWOOD, Clifton, Bristol Dec 31 Lord, Bristol  
 FRENCH, MARY ANN, Whitechurch, Bucks Dec 31 Morrish, Gresham at  
 UPPLEBY, EMILY MAY, Barrow on Humber Dec 28 Lee & Pembertons, Lincoln's inn  
 fields  
 WAINWRIGHT, WILLIAM, Ashford Kent Dec 14 Hatlett & Co, Ashford  
 WETRAY, JAMES BROWN, Seaview, Isle of Wight Dec 24 Mawby & Co, Queen at  
 WILKETT, JOHN HAILES, Saffron Walden, Essex, Butcher Dec 11 Ellison & Co, Cam-  
 bridge  
 WILLIAMS, CAROLINE, Suffolk at, Old rd, Rotherhithe Dec 31 Downing & Co, Crosby  
 bldgs, Crosby at  
 WILLOUGHBY, SOPHIA, 84 Leonards on n, Dec 18 Baily, Hastings  
 WHIMAN, ELNOR CHARLES, Langdale Wharf, Glengs rd, Peckham, Saw Mills Propri-  
 etor Jan 30 Wellborne & Son, Duke st, Southwark  
 BANKS, RICHARD, Liverpool, Pawnbroker Jan 3 Pennington & Higson, Liverpool  
 BASTLING, HUGO PAUL, Edgware rd Jan 11 Chamberlains & Co, Stone bldgs, Lincoln's  
 inn  
 BATTIE, HENLEY MORTON, Shalouf, Suez Canal, Egypt Dec 28 Maddison & Co, Old  
 Jewry  
 BIRCH WILLIAM HENRY, Over Alderley, Chester Jan 31 Chapman & Co, Manchester  
 BRIDGE, RUTH, Reigate Dec 31 Smith, Reigate  
 BROUGH JAMES DOUGLAS, Warri, Nigeria, Bookkeeper Dec 30 Overend, Leeds

London Gazette.—FRIDAY, Dec 3.

ATHAWES, Rev JOHN THOMAS, Tenbury, Worcester Dec 31 Mewburn & Co, Raymond  
 bldgs, Gray's inn  
 ATTWOOD, JOSEPH, Lye, Worcester, Anvil, Vice and Hammer Manufacturer Jan 10  
 J & L Clark, West Bromwich  
 AUSTIN, FANNY, Lancaster Jan 1 Maxsted & Co, Lancaster  
 AUSTIN, HUBERT JAMES, Lancaster, Architect Jan 1 Maxsted & Co, Lancaster  
 BAKER, ANNIE, Caversham, Oxford Dec 15 H & C Collins, Reading  
 BANKS, RICHARD, Liverpool, Pawnbroker Jan 3 Pennington & Higson, Liverpool  
 BASTLING, HUGO PAUL, Edgware rd Jan 11 Chamberlains & Co, Stone bldgs, Lincoln's  
 inn  
 BATTIE, HENLEY MORTON, Shalouf, Suez Canal, Egypt Dec 28 Maddison & Co, Old  
 Jewry  
 BIRCH WILLIAM HENRY, Over Alderley, Chester Jan 31 Chapman & Co, Manchester  
 BRIDGE, RUTH, Reigate Dec 31 Smith, Reigate  
 BROUGH JAMES DOUGLAS, Warri, Nigeria, Bookkeeper Dec 30 Overend, Leeds

BROWN, CHARLES LANGFORD, Esher, Surrey Jan 3 Greenip & Co, George st, Mansion  
 House  
 CAMDEN, WILLIAM, Sutton, Surrey Jan 3 Routh & Co, Southampton st, Blooms-  
 bury  
 CHAPMAN, WILLIAM, HENRY, Penge, Surrey, Licensed Victualler Dec 31 Stimson,  
 Salisbury House, London Wall  
 COOPER, JOSEPH AMOS, Smarden, Kent, Farmer Dec 31 Mowll & Mowll, Ashford  
 CROSTHWAITE, Sir CHARLES HAUKES TODD, Shanley Green, Surrey Dec 31 Crawford &  
 Lockhart, Queen sq, Belfast  
 CURRY, EDGAR, Torrington Park, North Finchley, China and Glass Merchant Jan 14  
 King & Co, Cannon st  
 DAVIES, MARY, Formby, Lancs Dec 30 Teebay & Lynch, Liverpool  
 DOUGLAS, SARAH FRANCES, Hired rd, Bayswater Jan 3 Richards & Co, Maxwell  
 House, Arundel st  
 EDMONDS, ARTHUR, Markham sq, Chelsea, Brewer's Traveler Jan 4 Haseldine & Green  
 Queen st  
 EVANS, ALFRED, South Lambeth rd Jan 30 Burton & Son, Bank chambers, Black-  
 friars rd  
 EVANS, HANNAH, Irlama o' th' Hought, nr Manchester Dec 21 Brett & Co, Man-  
 chester  
 FALCONNET, Major General GREENVILLE PULTENEY DE PALEZIEUX, Avenue Kleber, Paris  
 Jan 6 Johnson & Co, New sq, Lincoln's inn  
 FAWCETT, LEONARD LEMALE, Gunnersbury, Dental Manufacturer Dec 31 Hanson &  
 Smith, Hammer-smith rd  
 FORBES, FLORENCE CHARLOTTE, Calcutta Dec 31 Morgan & Co, Old Broad st  
 FRYER, CORNELIUS, Wersham, Norfolk Timber Merchant Jan 6 Mellor, Downham  
 Market  
 GIBLIN, ERIC LOUIS, Christchurch av, Gloucestershire Jan 3 Swinson, Salters  
 Hall ct  
 HAMILTON, LOUISA, Calcutta, India Dec 31 Morgan & Co, Old Broad st  
 HERBERT, ELIZA, Hythe, Kent Jan 6 Bradley & Hulme, Folkestone  
 HERROD, MARGARET MARY, Knollys rd, Streatham Jan 10 Cave & Co, Eastcheap  
 HILL, SUSANNA ESTHER, Southm, Oxford Dec 31 Pellatt & Fellatt, Banbury  
 HOLLINWORTH, ALFRED, Shepherd's Hill, Hove, Sussex Dec 31 Gorrish & Foster, College at  
 HORWOOD, FREDERICK ALFRED, White Waltham, Berks, Farmer Dec 31 Bartlett &  
 Sons, Bush in  
 HOWARD, WILLIAM, Bekebourne, nr Canterbury Jan 5 Kearsey & Co, Cannon at  
 HUGHES, MYNANWY SUSANNAH, Bournemouth Dec 30 Hawki s' Bournemouth  
 KNOWLES, CHARLES, Castello av, Hazlewell rd, Putney, J' Jan 14 Torr & Co, Red-  
 ford row  
 L'ESTRANGE, ALFRED GUY KINGAN, Cumberland ter, Regent's Park Jan 8 A G & N G  
 Heaven, Bristol  
 LONGSTAFF, JAMES, Otley, Yorks Dec 19 Sinclair & Atkinson, Otley  
 LORD, THOMAS, Lanchester, nr Rochdale, Coal Miner Dec 31 Hartley & S-n, Rochdale  
 LUXTON JANE, Kingston upon Hull Dec 31 Heartfields & L mbert, Hull  
 LYNEE, JULIE WENDELIN, Clifton, Bristol Jan 15 Meade-King & Co, Bristol  
 MALCOLM, ARTHUR GIBB, Goldar, Jessore, India Dec 31 Morgan & Co, Old Broad st  
 MARSDALE, DANIEL, Hyde, Chester, Cotton Spinner Jan 11 Addleshaw & Co, Man-  
 chester  
 MASTERS, JOHN LILLY, Yeovil Jan 3 Mirah & Warry, Yeovil  
 MIDDLETON, JAMES FRANCIS, Molesworth st, Lewisham Jan 12 Upton, Henrietta st,  
 Covent Garden  
 MORRISH, JOSEPH, Cardiff, Pitwood Inspector Jan 24 Heard & Co, Cardiff  
 MURRY, THOMAS, Egham, Kent Dec 31 Bartlett & Sons, Bush in  
 NEUVILLE, PIERRE JOSEPH, Bournemouth Jan 12 Pearce & Nicholls, Clement's inn,  
 Strand  
 PATTISON, JACOB LUARD, CB, Eastbourne Jan 15 Baker & Nairne, Crosby sq  
 PHETHEAN THOMAS PRECY, Sharples, Bolton, Lancs, Cotton Manufacturer Dec 22  
 Holden & Holden, Bolton  
 PIGOT, PHILIP SIMONS, Lichfield Jan 7 Minchin & Co, Stone bldgs  
 FILTER, CHARLES, South Tidworth, Hants Dec 31 Norton & Co, Old Broad st  
 RASSFORD, WILLIAM HUMPHREY, Farnham Royal, Bucks Dec 30 Lee & Pembertons,  
 Lincoln's inn fields  
 REDMOND, ROBERTA ELIZABETH, Guildford Jan 16 Fooks & Co, Carey at  
 SNEAR, ARTHUR EDWARD, Little rd, Fulham, Confectioner Dec 31 Hanson & Smith  
 Hammersmith rd  
 STELLWAG, GUSTAV, Boston, Massachusetts, USA Jan 10 Milne & Co, Man-  
 chester  
 STEPHENS, THOMAS MITCHELL, Caerleon, Mon, Master Mariner Dec 24 Westyr-Evans,  
 Cardiff  
 STRAKER, ISABELLA, Corbridge, Northumberland Dec 31 Clayton & Gibson, Newcastle  
 upon Tyne  
 TAYLOR, SEYMOUR GEORGE FREDERICK, Swaffham, Norfolk Jan 1 Taylor, Temple  
 chambers  
 TEBBIT, CHARLES VERNON, Royal parade, Muswell Hill Jan 15 J & M Solomon, Fins-  
 bury way  
 THOMAS, JAMES SANBY, Pontypridd, Bank Manager Jan 15 Lewis & Co, Merthyr  
 Tydyl  
 THOMPSON, THOMAS JOHN, F. terboroughs Jan 4 Mamford & Co, Bradford  
 TITHERTON, ROBERT ARTHUR, Queen's rd, Bayswater Jan 13 Davies, Queen's rd,  
 Bayswater  
 TOMPERT, WILLIAM ROBERT, Tonbridge, Kent Dec 31 Preston, Tonbridge  
 TOSSETT, JOSEPH, Clayton, Manchester Dec 28 Leak & Pratt, Manchester  
 VAYNE, STELLA CORA, Dancer rd, Fulham Dec 30 Wootton & Son, London Wall  
 WATSON, SARAH LOUISA, Southport Jan 1 Kirby & Co, Harrogate  
 WELLS, JOHN, Aighton, Preston, Farmer Dec 31 Goodi r, Preston  
 WIGRAM, REGINALD, Pool, Yorks Dec 31 Snowden & Co, Leeds  
 WITT, EUGENIE MARY, Thurlby rd, West Norwood Jan 8 Collins & Collins, King  
 William st  
 YAKLEY, GEORGE, Norwich, Boot Manufacturer Dec 31 Ladell, Norwich  
 YONGE, Rev WESTON EDWARD VERNON, Eccleshall, Staffs Jan 1 Alscock & Abberley,  
 Burslem

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

**LICENSES INSURANCE.**

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.  
 Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

**POOLING INSURANCE.**

The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

London Gazette.—TUESDAY, Dec. 7.

AITCHISON, Col WILLIAM ANDREW, Willingham, nr Guildford Feb 1 Ware & Wilber force, York  
 ANDERSON, FRANCES LAURA WRIGHT, Stanley cres, Kensington Park gdns, Jan 17 Richards & Parker, King st, St James's  
 BENFIELD, ELLEN CRANCH, Leicester Jan 15 Coward & Co, Mining in  
 BENSON, JAMES Charles, Jan 15 Brasse, Chester  
 BLANDY, AGNES MARY CATHERINE AUGUSTA, Burford, Oxford Jan 20 Greene & Underhill, Bedford row  
 BURCHELL, DRUGILLA, Mundon, Essex Jan 1 Crick & Freeman, Maldon, Essex  
 BURT, JOSEPH, Westbury Park, Bristol Jan 15 Perham & Sons Bristol  
 CLAPPERTON, JANET, Lexington Dec 31 Batesons & Co, Liverpool  
 CLAYTON, JOHN THOMAS, Clayton Le Moors, Lancs Jan 16 Britcliffe & Son, Accrington  
 CULL, EMILY SYRELLA, Highgate Jan 5 Stewart, Public Trustee, Clements's Inn  
 CUTTON, JOHN, Blaxhall, Suffolk, Farmer Jan 17 Clements & Co, St Swithun's ln  
 DE FREYNS, St Hon ARTHUR REGINALD, Baron, Frenchpark, Roscommon, Ireland Jan 30 Thorowgood & Co, Copthall ct  
 EAST, SUSAN, Great Bourton, Oxford Dec 31 Pellatt & Pellatt, Banbury  
 ESCOMBE, HELEN, Bexley, Kent Jan 15 Ward & Co, Gracechurch st  
 EYRE, CHARLES HOWARD, formerly of Harrow School, Assistant Schoolmaster Jan 15 Rodgers & Co, Sheffield  
 FENN, CHARLES, Bury St Edmunds Dec 31 Greene & Greene, Bury St Edmunds  
 GLYDE, ROBERT FOWLER, Whitchurch Canonclorum, Dorset, Farmer Dec 22 Chipples, Axminster  
 GOULD, WILLIAM GEORGE, Birmingham Jan 10 Ansell & Sherwin, Birmingham  
 HARLAND, MARY, Bradford Dec 28 Lee, Bradford  
 JACKSON, ANNE, Bawton in Furness Jan 8 Budd & Co, Austin friars  
 JONES, GEORGE, Godalming, Ironmonger Jan 8 Mellish, Godalming  
 KEITH, ELIZABETH CHARLOTTE GERTRUDE, Eastbourne Jan 18 Keith, Norwich

## Bankruptcy Notices.

London Gazette.—FRIDAY, Dec. 3.

### RECEIVING ORDERS.

BATE, HARRY, East Lo-e, Cornwall, Grocer Plymouth Pet Dec 1 Ord Dec 1  
 BOULTON, ARTHUR MAWDESLEY, Wolstanton, Staffs, Earthenware Merchant Hanley Pet Nov 29 Ord Nov 29  
 CAREW, THOMAS PALE, Calcutta, India High Court Pet July 24 Ord Nov 30  
 CRAWFORD, HADEN, Marlow, Bucks Aylesbury Pet Nov 13 Ord Nov 29  
 DAVIES, JOYCE, Pontardawe, Glam Neath Pet Nov 17 Ord Nov 29  
 GRIFFITHS, FRANK, Southsea, Grocer Portsmouth Pet Nov 27 Ord Nov 27  
 HARTLEY, HARRY, Oakamoor, Staffs, Grocer Stoke upon Trent Pet Nov 29 Ord Nov 29  
 ISRAEL, JESSE JOSEPH, Elgin av, Malda Vale, Office Fitter High Court Pet Dec 1 Ord Dec 1  
 LE GROS, FRANCIS, Hounslow, Builder Brentford Pet Aug 25 Ord Nov 30  
 LOCKWOOD, ERNEST, Marsden, nr Huddersfield, Innkeeper Huddersfield Pet Nov 30 Ord Nov 30  
 PHILLIPS, JAMES, Millers Dale, Derbyshire, Farmer Stockport Pet Dec 1 Ord Dec 1  
 RILEY, EDWARD PHILIP, York, Ship Plater's Helper Middlebrough Pet Nov 29 Ord Nov 29  
 ROBINSON, GERALD WALKER, Chitwell, Notts, Farmer Nottingham Pet Nov 29 Ord Nov 29  
 ROSENTHAL, LEWIS, Higher Broughton, Salford, Hardware Dealer Salford Pet Nov 17 Ord Nov 27  
 SHERDON, WILLIAM ALEXANDER, Handsworth Birmingham Pet Nov 29 Ord Nov 29  
 SOWERBY, CHARLES ANDREW, Melkridge, Halthwhistle, Northumberland, Coal Miner Cockermonth Pet Nov 29 Ord Nov 29  
 STEPHENS, JOHN, Tonypany, Collier Pontypridd Pet Nov 29 Ord Nov 29  
 TARGETT, PERCY SAREL, King's Lynn, Norfolk, Stationer King's Lynn Pet Nov 29 Ord Nov 29  
 VIRGO, WALLACE JOHN, and REGINALD GEORGE VIRGO, Pontifras, Hereford, Builders Hereford Pet Dec 1 Ord Dec 1  
 WALTON, THOMAS HORSLEY, Newcastle upon Tyne, Butcher Newcastle upon Tyne Pet Nov 11 Ord Nov 29

### FIRST MEETINGS.

BOOTH, HAROLD V, South Crossland, nr Huddersfield, Farmer Dec 10 at 2.45 Law Society's Room, Imperial Arcade, New st, Huddersfield  
 BOULTON, ARTHUR MAWDESLEY, Wolstanton, Staffs, Earthenware Merchant Dec 10 at 12.30 Off Rec, King st, Newcastle, Staffordshire  
 BOWER, JOHN WILLIAM, and MARTIN MORAN, Stockton on Tees, Bakers Dec 15 at 12 Off Rec, Court chmbrs, Albert rd, Middlebrough  
 CAREW, THOMAS PALE, Calcutta, India Dec 13 at 11 Bankruptcy bldgs, Carey st  
 DUTTON, THOMAS DUREDDIN, Claverton st, Solicitor Dec 13 at 13 Bankruptcy bldgs, Carey st  
 GRIMSHAW, JAMES, New Moston, Manchester, Builder Dec 10 at 3 Off Rec, Ryton st, Manchester  
 HARGREAVES, ISAAC, Leyland, Lancs, Picture Framer Dec 14 at 11 Off Rec, 19, Exchange st, Bolton  
 HARTLEY, HARRY, Oakamoor, Staffs, Grocer Dec 10 at 12 Off Rec, King st, Newcastle, Staffordshire  
 HAWTREY, CHARLES THOMAS, Blackpool, Caterer Dec 14 at 3 Court House, South King st, Blackpool  
 ISRAEL, JESSE JOSEPH, Elgin av, Malda Vale, Office Fitter Dec 14 at 12 Bankruptcy bldgs, Carey st  
 LAGGER, ROBERT, Leeds, Monumental Mason Dec 14 at 11 Off Rec, 24, Bond st, Leeds  
 REEKIN, JOHN HENRY, Richmond, Surrey, Manufacturer Dec 13 at 12 14, Bedford row  
 RILEY, EDWARD PHILIP, York, Ship Plater's Helper Dec 13 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlebrough  
 ROSENTHAL, LEWIS, Higher Broughton, Salford, Hardware Dealer Dec 10 at 3.30 Off Rec, Ryton st, Manchester

LAMLEY, MARTHA, Fulwell, Sunderland Jan 8 J & W J Robison, Sunderland  
 LANE, ANNE, formerly Elmhurst rd, Forest Gate Dec 21 Foot & Son, South Mail Cork  
 LEACH, ARTHUR FRANCIS, Elm Park gdns, London Jan 10 Weir & Co, Philpot in Lillywhite, William Charles, Worthing, Butcher Jan 15 Marsh, Worthing  
 MCKINLEY, Second Lieut JAMES GORDON, 51ry st, St James's Jan 7 Langlands & Co Bishopsgate  
 MACY, ERNEST AUGUSTUS, Clifton, Bristol Jan 4 Perham & Sons, Bristol  
 MALTBY, JANE SARAH, Cheltenham Dec 25 Winterbotham & Co Cheltenham  
 MELLISH, EMMA, New Oxed, Surrey Jan 22 Fearless & Co, East Grinstead  
 PARKER, JOHN, Kingsbridge, Devon Jan 2 Bransdon & Childs, Portsmouth  
 PRATT, GEORGE, Riccall, Yorks Dec 13 Bailey & Haigh, Selby  
 PRICE, GEORGINA, Folkestone Jan 15 Druces & Aitice, Booter sq  
 PROBERT, ETHEL LOUISA, Winchester Jan 15 Warner & Kirly, Winchester  
 RIDDLE, ROBERT, East Twick nham Jan 15 Timbrell & Delighton, Cannon st  
 SEWEN, MARY AUCHTERLONIE, Sunderland Jan 15 Ranson & Co, Sunderland  
 SMITH, ARTHUR ASHDOWN, Durban, Natal Jan 7 Hewitt & Co, Leadenhall st  
 SMITH, HARRIET, Ilfley rd, Hammersmith Jan 7 Glenister King st, Hammersmith  
 STEVENSON, THOMAS, Milton, Derby, Farmer Jan 20 Sale & Son, Derby  
 TALLENT, HENRY HERBERT, City rd, Cardboard Box Manufacturer Jan 17 Syrett & Sons, Finsbury pvt  
 TAYLOR, EMILY, Manchester Jan 7 Slater & Co, Manchester  
 TOWERS, MARY HARRIOT, Kingston upon Hull Feb 1 Maw & Redman, Hull  
 WATERFIELD, DORA SCOTT, Deoli Rajputana, India Jan 4 Maddison & Co, Old Jervey  
 WATTERS, ALEXANDER MURRAY MACGREGOR, Loraine Mans, Holloway Jan 4 Richardson & Co, St James's  
 WELCH, CHARLES FREDERICK, Smethwick, Staffs Jan 12 Price & Co, Birmingham  
 WESTMANCOAT, SARAH ANN, Rushall, Stafford Jan 3 Lester, Walsall  
 WILSON, RUTH ANN, Gunthorpe, Notts Jan 8 Goodall & Son, Nottingham

### FIRST MEETINGS.

CARLTON, STANLEY, Penge, Kent, Theatrical Manager Dec 15 at 11 132, York rd, Westminster Bridge rd  
 DAVEY, GEORGE HERBERT, Avenue rd, North Finchley Builder Dec 15 at 11 14, Bedford row  
 FLEMING, MARY E, Princes st, Faversham Dec 14 at 2.30 Off Rec, 12, Marlborough pl, Brighton  
 GRIFFITHS, FRANK, Southsea, Grocer Dec 16 at 3 Off Rec, Cambridge Junction, High st, Portsmouth  
 HODGSON, CHARNOCK, Queensbury, nr Halifax, Decorator Dec 14 at 3 County Court House, Prescott st, Halifax  
 KING, ROBERT WILLIAM STRANGE, Moorgate st, Accountant Dec 15 at 11 Bankruptcy bldgs, Carey st  
 KIRKMAN, WILLIAM, Whitefield, Lancs, Decorator Dec 15 at 11.30 Off Rec, 19 Exchange st, Bolton  
 LOCKWOOD, ERNEST, Marsden, nr Huddersfield, Innkeeper Dec 15 at 2.45 Law Society's Room, Imperial Arcade, New st, Huddersfield  
 PLOWDEN, JOHN CHICHELE, Chandlersford, Hants Dec 15 at 12 8, St Thomas st, Winchester  
 PROCTER, PETER JAMES, Nelson, Lancs, Refreshment House Keeper Dec 17 at 10.15 County Court House, Bankhouse st, Burnley  
 ROBINSON, GERALD WALKER, Chitwell, Notts, Farmer Dec 15 at 11 Off Rec, 4, Castle pl, Park st, Nottingham  
 SHERDON, WILLIAM ALEXANDER, Handsworth, Bower Dec 15 at 11.30 Bankruptcy bldgs, 191, Corporation st, Birmingham  
 SLY, ALFRED VICTOR, Lincoln's inn fields, Business Agent Dec 15 at 12 Bankruptcy bldgs, Carey st  
 VERNHAM, SYDNEY GEORGE, Shaftesbury av Dec 15 at 12 Bankruptcy bldgs, Carey st  
 WALTON, THOMAS HORSLEY, Sheffield, Newcastle upon Tyne, Butcher Dec 15 at 11 30, Moaley st, Newcastle upon Tyne  
 WHITHEAD, JOHN KENWORTHY, Royton, Lancs, Journeyman Fork Butcher Dec 17 at 11.30 Off Rec, Greaves st, Oldham  
 WORDBOYS, GEORGE ARTHUR, Wembly, Middlx, Builder Dec 15 at 11.30 14, Bedford row

### ADJUDICATIONS.

CARLTON, STANLEY, Penge, Kent, Theatrical Manager Croydon Pet Dec 3 Ord Dec 3  
 COLLINS, WALTER HAROLD, Birmingham, Munitions Worker Birmingham Pet Dec 3 Ord Dec 3  
 DAVIES, JOHN, Pontefract, nr Tremadoc, Carnarvonshire, Farmer Portmadoc Pet Dec 3 Ord Dec 3  
 DAVIES, JOYCE, Pontardawe, Glam Neath Pet Nov 17 Ord Dec 4  
 DOLMAN, JOHN, and HERBERT CHARLES DOLMAN, Poplar Builders High Court Pet Sept 30 Ord Dec 3  
 HODGSON, CHARNOCK, Queensbury, nr Halifax, Decorator Halifax Pet Dec 3 Ord Dec 2  
 HUGHES, JOHN, Langefni Anglesey, Grocer Bangor Pet Dec 1 Ord Dec 4  
 KATE, WALTER FOSTER, Collingham Bridge, Yorks York Pet Dec 1 Ord Dec 1  
 KING, ROBERT WILLIAM STRANGE, Moorgate st, Accountant High Court Pet Dec 3 Ord Dec 3  
 LLOYD, ELIZABETH MARY, Hereford Hereford Pet Dec 3 Ord Dec 3  
 LOADER, ALFRED MCLEOD, Latchford W thout, Chester, Theatrical Manager Warrington Pet Dec 4 Ord Dec 4  
 MELLITT, WILLIAM JOHN, Tottenham, Dealer in Works of Art High Court Pet Sept 1 Ord Dec 1  
 MERRIKIN, SAMUEL, Ingoldmells, nr Skegness, Farmer Boston Pet Dec 1 Ord Dec 1  
 PASSINGHAM, GEORGE JAMES, Portsmouth, Mineral Water Manufacturer Portsmouth Pet Dec 3 Ord Dec 3  
 PHILLIPS, GEORGE, Llandoverly High Court Pet Jan 7 Ord Dec 3  
 SMALWOOD, JAMES, Duke st, Adelphi High Court Pet Oct 1 Ord Dec 2  
 WHITHEAD, JOHN KENWORTHY, Royton, Lancs, Journeyman Fork Butcher Oldham Pet Dec 2 Ord Dec 2  
 WITT, DAVID FREDERICK, Harlesden, Middlx, Timber Merchant High Court Pet Nov 25 Ord Dec 4  
 YEATMAN, JOHN FRANCIS PYM, Trinity sq, Accountant High Court Adj Dec 8, 1910 Annual Nov 25, 1915

### ADJUDICATIONS ANNULLED.

YEATMAN, JOHN FRANCIS PYM, Trinity sq, Accountant High Court Adj Dec 8, 1910 Annual Nov 25, 1915

STEPHENS, JOHN, Tonypany, Collier Dec 13 at 11.15 Off Rec, 85 Catherine's chmbrs, St Catherine's st, Pontypridd

### ADJUDICATIONS.

BATE, HARRY, East Lo-e, Cornwall, Grocer Plymouth Pet Dec 1 Ord Dec 1  
 BOULTON, ARTHUR MAWDESLEY, Wolstanton, Staffs, Earthenware Merchant Hanley Pet Nov 29 Ord Nov 29  
 DAVIS, GEOFFREY S, Euston rd High Court Pet Oct 7 Ord Nov 30  
 GRIFFITHS, FRANK, Southsea, Grocer Portsmouth Pet Nov 27 Ord Nov 29  
 HARTLEY, HARRY, Oakamoor, Staffs, Grocer Stoke upon Trent Pet Nov 29 Ord Nov 29  
 ISRAEL, JESSE JOSEPH, Elgin av, Malda Vale, Office Fitter High Court Pet Dec 1 Ord Dec 1  
 LOCKWOOD, ERNEST, Marsden, nr Huddersfield, Innkeeper Huddersfield Pet Nov 30 Ord Nov 30  
 PHILLIPS, JAMES, Millers Dale, Derbyshire, Farmer Stockport Pet Dec 1 Ord Dec 1  
 RILEY, EDWARD PHILIP, York, Ship Plater's Helper Middlebrough Pet Nov 29 Ord Nov 29  
 ROBINSON, GERALD WALKER, Chitwell, Notts, Farmer Nottingham Pet Nov 29 Ord Nov 29  
 ROSENTHAL, LEWIS, Higher Broughton, Salford, Hardware Dealer Salford Pet Nov 17 Ord Dec 1  
 SHERDON, WILLIAM ALEXANDER, Handsworth, Staffs Birmingham Pet Nov 29 Ord Nov 29  
 SOWERBY, CHARLES ANDREW, Melkridge, Halthwhistle, Northumberland, Coal Miner Cockermonth Pet Nov 29 Ord Nov 29  
 STEPHENS, JOHN, Tonypany, Collier Pontypridd Pet Nov 29 Ord Nov 29  
 TARGETT, PERCY SAREL, King's Lynn, Norfolk, Stationer King's Lynn Pet Nov 29 Ord Nov 29  
 TRELOUGH, GEORGE HENRY, Norwood rd, Herne Hill High Court Pet Sept 30 Ord Nov 30  
 VIRGO, WALLACE JOHN, and REGINALD GEORGE VIRGO, Pontifras, Hereford, Builders Hereford Pet Dec 1 Ord Dec 1  
 WALTON, THOMAS HORSLEY, Newcastle upon Tyne, Butcher Newcastle upon Tyne Pet Nov 11 Ord Dec 1

London Gazette.—TUESDAY, Dec. 7.

### RECEIVING ORDERS.

CARLTON, STANLEY, Penge, Kent, Theatrical Manager Croydon Pet Dec 3 Ord Dec 3  
 COLLINS, WALTER HAROLD, Birmingham, Munitions Worker Birmingham Pet Dec 3 Ord Dec 3  
 DAVIES, JOHN, Pontefract, nr Tremadoc, Carnarvonshire, Farmer Portmadoc Pet Dec 3 Ord Dec 3  
 HODGSON, CHARNOCK, Queensbury, nr Halifax, Decorator Halifax Pet Dec 3 Ord Dec 2  
 HUGHES, JOHN, Langefni Anglesey, Grocer Bangor Pet Dec 1 Ord Dec 4  
 KATE, WALTER FOSTER, Collingham Bridge, Yorks York Pet Dec 1 Ord Dec 1  
 KING, ROBERT WILLIAM STRANGE, Moorgate st, Accountant High Court Pet Dec 3 Ord Dec 3  
 LLOYD, ELIZABETH MARY, Hereford Hereford Pet Dec 3 Ord Dec 3  
 LOADER, ALFRED MCLEOD, Latchford Without, Chester, Theatrical Manager Warrington Pet Dec 4 Ord Dec 4  
 MCMULLAN, JOHN, Bristol, Tailor and Draper Bristol Pet Nov 16 Ord Dec 2  
 MERRIKIN, SAMUEL, Ingoldmells, nr Skegness, Farmer Boston Pet Dec 1 Ord Dec 1  
 PASSINGHAM, GEORGE JAMES, Portsmouth, Mineral Water Manufacturer Portsmouth Pet Dec 3 Ord Dec 3  
 PLOWDEN, JOHN CHICHELE, Chandlersford, Hants Winchester Pet Nov 8 Ord Nov 25  
 SEWEN BAKERY COMPANY, Skewen, Glam, Bakers Neath Pet Nov 22 Ord Dec 2  
 SLY, ALFRED VICTOR, Lincoln's inn fields, Business Agent High Court Pet Oct 12 Ord Dec 2  
 VERNHAM, SYDNEY GEORGE, Shaftesbury av High Court Pet July 7 Ord Dec 2  
 WHITHEAD, JOHN KENWORTHY, Royton, Lancs, Journeyman Fork Butcher Oldham Pet Dec 2 Ord Dec 2



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